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**AGREEMENT**

**BETWEEN**



**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

**LOCAL 1106**

**AND**

**VERIZON NORTH INC.**

**(NORTH CENTRAL REGION)**

205 PP

**EFFECTIVE SEPTEMBER 28, 2003  
EXPIRES MARCH 25, 2006**

40/52/3

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## **ARTICLES OF AGREEMENT**

This Agreement is entered into this **28<sup>th</sup> day of March, 2003** between Verizon North Inc. (**North Central Region**), its successors and assigns (hereinafter referred to as "Management" or the "Company") and Local Union 1106 of the International Brotherhood of Electrical Workers (formerly System Council T-3, International Brotherhood of Electrical Workers, AFL-CIO, composed of Local Unions 818, 1172, 1174, 1177, 1190 and 1410 of the I.B.E.W., AFL-CIO) (hereinafter referred to as the "Union" or as the "Employees") for employees in the Service, Traffic, and Clerical Bargaining Units.

### **ARTICLE 1** **RECOGNITION**

#### **Section 1**

The Union is recognized by the Company as the sole and exclusive bargaining representative with respect to rates of pay, hours, and other conditions of employment for all employees of the Company in the designated bargaining units. Appropriate bargaining unit references are found in Stipulations of Agreement between the Company and Union dated April 24, 1957, and in Certifications by the National Labor Relations Board on May 10, 1955, Case No. 7-RC-2522, and on June 13, 1956, Case No. 7-RC-3126.

#### **Section 2**

This Agreement shall be binding upon the successors and assigns of the Company and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer, reorganization, or assignment of the Company or by any change in the legal status, ownership or management thereof.

#### **Section 3**

Both parties reaffirm their intention that the provisions of this agreement will continue to be applied without discrimination between non- handicapped, qualified handicapped, veterans (including Vietnam Era), disabled veterans, or because of race, color, creed, national origin, sex, sexual orientation, height, weight, marital status, or age of the employee.

- A. Where the male gender is used in this Agreement and the Military Leave Agreement, it shall also include the female gender if applicable in the context of the sentence.

## **ARTICLE 2**

### **WORKING PRACTICES**

#### **Section 1 – Work Week**

##### **A. Work Week – Service and Clerical Bargaining Units**

- (1) The calendar work week is a period of seven (7) consecutive days commencing at 12:01 a.m. on Sunday and ending at midnight on the following Saturday.
- (2) Tours of Duty – A formal work week is any five (5) days within a calendar week; this does not guarantee any minimum of work hours per week. Except as otherwise limited by this Agreement, the schedule of days and hours to be worked by employees shall be determined by Management and may be changed from time to time.
- (3) A formal tour of duty shall consist of not more than eight (8) hours (exclusive of a meal period not exceeding one (1) hour). When for service reasons any employee is not permitted to leave his job for a meal period of at least one-half (1/2) hour, the meal period shall be included as part of the tour of duty and paid for as time worked.
- (4) A day tour of duty normally falls wholly within the period beginning at 8:00 a.m. and ending at 5:00 p.m., but may begin at 6:00 a.m. or end at 7:00 p.m. The work to be performed by employees may be at such other eight (8) hour periods as the necessity of the work may from time to time require.

#### **Section 2 – Work Schedules**

##### **A. Work Schedules – All Bargaining Units**

- (1) Formal Work Schedules – All Departments. A formal work schedule shall be posted for each regular employee and shall show the following:
  - (a) The days of the calendar work week on which the employee is scheduled to work.
  - (b) A scheduled tour for each of these days.
  - (c) The employee's basic tour, indicating the starting and quitting times and the normal lunch period.

- (2) When it is necessary to schedule a fifth (5<sup>th</sup>) day of work during a holiday week it shall be assigned as provided in Article 12, Section 4.
- (3) Formally scheduled tours of duty may be changed as requested by the employee to the Company in advance of the beginning of the formal tour of duty and if approved by the Company, providing the work load and other work requirements permit, and providing that there is no increased cost to the Company because of overtime pay which might be required as a result of the change. The changed scheduled tour of duty then shall supersede and replace the original formal scheduled tour of duty for the employee and/or employees involved.
- (4) An employee who is unable to report for a formally scheduled tour shall notify his supervisor and/or his supervisor's office by telephone, or otherwise, as soon as possible prior to the commencement of the formal scheduled tour of duty. The cause of the absence and the probable duration shall be given.
- (5) If an employee expects to be absent, he should arrange with his supervisor or his supervisor's office for such absence not later than the morning of the day preceding the expected absence.
- (6) All employees will be responsible for securing their assigned formal work schedule information from the appropriate bulletin board posting on Company premises.
- (7) Changes in Formal Work Schedules – When twenty-four (24) hours or more notice before the start of work on a changed daily tour is given, the changed tour shall be the employee's scheduled tour and he shall be compensated at the basic straight-time rate, plus applicable premiums. When less than twenty-four (24) hours notice before the start of work on the changed daily tour is provided, the following shall apply:
  - (a) Straight-time compensation will be paid for all hours worked in the changed tour that coincide with the regularly scheduled tour. A non-scheduled tour premium of one-half (1/2) the basic straight-time rate will be paid for all hours worked that did not coincide with the regularly scheduled tour.

**B. Work Schedules – Service and Clerical Bargaining Units**

- (1) To the extent practical, formal schedules shall be posted at least one (1) week in advance. Changes may be posted later if necessary, but in every case changes shall be posted not later than 5:00 p.m. Wednesday of the preceding week, except as provided in this Section, Changes in

Formal Work Schedules, Paragraph A (7). When employees who are scheduled for work in accord with the above are not informed concerning new or revised schedules before 5:00 p.m. Wednesday, of the immediately preceding calendar work week, the schedule for the current week shall be considered as the schedule for the succeeding week.

- (2) Except where otherwise locally agreed upon, weekly tours to be worked will be chosen by seniority within the **force** group provided that service requirements and training needs have been met. Employees may exercise seniority in the selection of tours every thirteen (13) weeks or more frequently when it becomes necessary to revise the schedule for a period of more than two (2) weeks. Holiday schedules should be rotated among the employees within a **force** group in such a manner as to provide approximately equal opportunity of securing holidays as a scheduled day off.
- (3) When a scheduled tour or non-scheduled hours cover two calendar days, said hours shall be considered worked on the day on which the majority of work hours fall. If the hours are equally distributed between the two calendar days, the first of these days shall be considered as the day on which the hours were worked.
- (4) An employee returning to duty after an absence should, no later than the day previous to the day on which he expects to return to work, notify his supervisor, or his supervisor's office, by telephone or otherwise.
- (5) Employees will be permitted a paid relief period of fifteen (15) minutes each work session. A relief period is considered to be a mid-session break. Without prior approval, no relief period will commence prior to the end of the first hour of the employee's scheduled session nor will the relief period end during the last hour of his session. Where appropriate facilities are provided, employees will remain on the Company premises during the fifteen (15) minute relief period. It is mutually agreed that abuse of relief period privileges by an employee is proper cause for disciplinary action.
- (6) Lunch Periods – The normal lunch period shall be one (1) hour, except as provided in Article 2, Section 1, Paragraph A, as required by service demands, or as modified by mutual consent. The lunch period shall include time going from and back to job location.

### Section 3 - Basis of Compensation

- A. Basic straight-time compensation is computed by applying a basic straight-time hourly rate to the hours worked.

- B. Overtime compensation is computed on the basis of one and one-half (1 ½) hours for each hour of work time for which such compensation is prescribed in the following paragraphs.
- (1) Overtime compensation is computed on the basis of two (2) hours for each hour of work time in excess of fifty-six (56) hours for which such compensation is prescribed in the following paragraphs.
- C. Except for work on a holiday, there shall be no pyramiding of overtime rates, differential rates or premium rates, for the same daily tour of duty, resulting in multiple payments of one and one-half (1 ½) times the basic rate.
- D. Overtime compensation will be paid for: All time worked in excess of eight (8) hours or a scheduled normal tour in any one (1) day and **may be worked prior to or after a regularly scheduled tour. Overtime will also constitute all time** worked in excess of forty (40) hours in a calendar work week for which overtime has not been paid on a daily basis.
- E. Paragraphs C and D above notwithstanding, hours not in excess of a normal tour worked on any Sunday or authorized holiday are to be included in the computation of weekly overtime due.
- F. Part-time employees shall be paid at the overtime rate only for hours worked in excess of eight (8) hours in any one (1) day or after forty (40) hours at the basic straight-time pay in any one (1) week.
- G. Overtime normally will be worked on one (1) day but it may extend from one day to another when the time worked is continuous. **Overtime and premium time** may be worked either prior to or after the formal tour. Work time shall be considered continuous if it immediately precedes or follows hours worked in a formal tour of duty or if the employee is requested to return to work before leaving the premises. The granting of a meal period not in excess of one (1) hour shall not interrupt continuity for the purpose of this paragraph.
- H. Non-scheduled time worked to complete the requirements for overtime eligibility shall be compensated on the same basis as scheduled time worked and must be worked in the same work week in which the absence occurred. Such time shall be designated as make-up time.
- I. Employees will not ordinarily work more than sixteen (16) hours (inclusive of lunch periods) in any twenty-four (24) hour period without a lapse of a minimum of eight (8) hours before starting his next regularly scheduled tour or portion thereof, except as may be required by the service situation involved.
- (1) When an employee works sixteen (16) or more hours in a twenty-four (24) hour period he/she shall be entitled to a rest period of eight (8)

consecutive hours before returning to work.

(a) In the interest of the employees personal safety or health, at the employees request he/she shall be excused from reporting for work for the balance of his/her next regular scheduled work tour, without pay and without the employee, company or union being in violation of any of the terms of this agreement.

(b) The employee may request a schedule change to make up any part of his/her normal tour lost provided work is available, as determined by Management, and no additional premiums or differentials shall be gained as a result of the changed tour.

J. The method of distribution of opportunity for overtime work shall be by seniority among regular employees (full-time and part-time) **in the appropriate force group** who are qualified to do the class of work to be performed and who usually perform such work during their normal working schedules. Records of overtime work will be available upon request.

1. If volunteers are not sufficient to meet the Company's needs the overtime will be assigned in inverse order of seniority within the force group affected and/or employees from another force group may be asked by seniority to volunteer for duty until the Company's needs are met.

K. Employees shall not be required to take time off from their scheduled work hours to offset overtime.

L. Premium pay is an amount, in addition to basic straight-time rates paid to employees for working hours or tours which are generally considered less desirable. "Premium" payment is not synonymous with "overtime" payment.

M. Pay treatment where tardiness is involved will be as follows in all bargaining units, unless such tardiness is excused on a paid basis by the immediate supervisor or designated representative:

Minutes Tardy Time	Hourly Payment	Night Premium
1-07	Full	Premium Paid on Hours Worked
8-22	Dock 15 Minutes	
23-37	Dock 30 Minutes	
38 and over	Dock for late time to nearest quarter of hour as above	

Pay treatment for tardiness shall have no effect on disciplinary treatment for tardiness.

- N. The time interval for payment of wages to employees will be either weekly or bi-weekly, subject to applicable federal or state laws.

#### Section 4 – Premium Payments

##### A. Premium Payments – All Bargaining Units

- (1) New Year's Eve Premium – All hours scheduled and worked after 7:01 p.m. on New Year's Eve (December 31) and before 7:01 a.m. on New Year's Day (January 1) shall be compensated with a premium of one (1) times the basic straight time hourly rate (in lieu of the regular night premium for the service, traffic, and clerical bargaining units).
- (2) Sunday – A premium of one-half (1/2) the basic straight-time hourly rate will be paid for up to eight (8) hours worked on Sunday. Other differentials, when applicable, shall apply to total hours worked.
- (3) All work on an employee's scheduled day off, except as provided under Article 2, Section 3, Basis of Compensation, shall be paid at a premium of one-half (1/2) the basic straight-time hourly rate of pay.
- (4) Holiday – A premium of one and one-half (1 ½) the basic straight-time hourly rate will be paid for up to eight (8) hours worked on a holiday. Other differentials and premiums when applicable shall apply to up to eight (8) hours worked on the holiday.
- (5) Regular full-time employees working on a weekday shall be paid at the rate of time and one-half (1 ½) for all non-scheduled time worked.
- (6) Night Premium – A night premium of one dollar (\$1.00) per hour will be in effect for regularly scheduled hours between 9:01 p.m. and 6:00 a.m. Compensation will be as follows:
  - (a) A night premium shall not be paid for any hours extending into the premium period due to employees working overtime.
- (7) A non-consecutive work week shall mean any week in which a scheduled day off causes the work week to be non-consecutive. **Two consecutive scheduled days off during a scheduled work week does not constitute a non-consecutive work week.** Where days of work for regular full-time employees are scheduled non-consecutively, a differential payment of seven and one-half dollars (\$7.50) shall be made

for the last day of scheduled work completed during a work week.

- (8) Regular part-time Clerical employees are not subject to the day off premium set forth in Article 2, Section 4, Paragraph A.3.

#### Section 5 – Differential Payments

##### Differential Pay – Definition

Differential pay is an amount paid to a designated employee, in addition to his basic straight-time rate, when assigned by Management to certain positions or to perform certain duties or responsibilities, as outlined in this Section.

##### A. Differential Payments – All Bargaining Units

- (1) Management may appoint a Working Leader to direct and instruct other employees in addition to the performance of his normal work, or to act as a classroom instructor for a specific group.
- (2) A differential of **one dollar (\$1.00)** per hour shall be paid an employee appointed as outlined in Item (1) of this Section while serving in this capacity for a minimum of one (1) hour.
- (3) In the designation of a Working Leader, consideration will be given to the senior employee provided qualifications of skill, training, and experience are equal.

#### Section 6 – Seniority

- A. Seniority shall mean the length of employment computed from an employee's last date of hire within this bargaining unit except as otherwise provided in this Agreement.

- (1) Seniority is not synonymous with accredited service.

- B. Seniority of present employees, including transfers to excluded jobs or jobs now outside the bargaining units, shall be as computed and established by previous agreements, seniority records, and seniority lists prior to the effective date of this Agreement. Seniority after the effective date of this Agreement shall be accumulated and computed as set forth in this Article.

- C. Regular Part-Time Employees – Seniority of employees hired as part-time shall be computed at the rate of one (1) week for each forty (40) hours worked.

Full-time employees who are reclassified to part-time status will retain their previous full-time seniority and accumulate seniority as outlined above.

- D. Temporary and Term employees have no seniority while employed in that status; however, in the event such employees are reclassified to regular full-time or regular part-time they will receive seniority credit for the time worked in the temporary or term classification.
- E. Employees Hired Same Day – In case of two (2) or more employees starting work for the Company on the same date, the employee older in age shall be deemed to have the greater seniority.
- F. Transfers to excluded jobs -
  - (1) Employees transferred to jobs excluded by this Agreement and/or other Verizon companies shall retain but not accumulate seniority rights held at the time of transfer.
  - (2) Employees returned to jobs included in this Agreement shall have seniority rights previously accumulated.
- G. Loss of Seniority – Seniority shall be lost by either resignation, discharge or failure to report for work within two (2) weeks when recalled after a layoff.
- H. Seniority Lists – The Company will prepare and post seniority lists by December 1 and June 1 of each year. These lists shall show the seniority of each employee as of November 1 and May 1, respectively. These lists shall show the employee's last continuous service date as computed in accord with the above, and listed in order of seniority. The seniority shown on the currently posted lists shall prevail until the next posting. The designated Union representatives shall be furnished a copy of these lists.
- I. Correction of Errors on Seniority Lists – Correction of errors on seniority lists will be made by the Company providing same is requested within thirty (30) days after the posting of the lists. Each month the Company will make available to the designated Union representatives personnel changes affecting the seniority lists.
- J. Reciprocal Seniority – An employee who has previous bargaining unit seniority acquired while a member of this bargaining unit or another bargaining unit with a Reciprocal Seniority Agreement, will be credited with all accrued seniority as of the time he/she enters this bargaining unit.

#### Section 7 – Meal Accommodations

- A. Employees will be reimbursed \$6.50 for meals as listed below:
  - (1) When employees work three (3) or more hours beyond the end of their

formally scheduled tour, or when employees work **eleven (11) or more consecutive hours on any day (13 or more consecutive hours for employees on 4-10's).**

#### Section 8 – Work During Inclement Weather

No employee shall be required to work out-of-doors during inclement weather except to maintain essential service or to save life or property. The Company will plan for and may assign indoor work to employees temporarily made idle due to inclement weather.

- (1) Employees reporting as scheduled, and/or within one (1) hour of scheduled starting time will be paid a minimum of four (4) hours of regular pay.

#### Section 9 – Furnishing of Tools by the Company

- A. Only tools approved by the Company shall be used by employees in the performance of their duties, such tools to be furnished without initial cost to employees on a loan basis. All tools furnished by the Company remain the property of the Company.
- B. Employees who are furnished tools by the Company will be held responsible for the proper use, maintenance, and care of such tools, and will be held to an accounting for such tools as are lost or damaged because of improper care on their part.
- C. The Company will provide gloves to appropriate Service personnel and will replace at no cost to the employee those gloves which are so worn as to be unsafe or impractical for further use.
- D. The Company will provide and maintain protective equipment or devices required by Federal or State law, under the conditions applicable to the provision of tools in Paragraphs A and B above. Protective equipment or devices in addition to those required by law may be provided at Company option.

#### Section 10 – Board and Lodging Expense

- A. When employees work away from their regular reporting exchange for one (1) full tour or less, they shall leave their regular reporting center at the scheduled starting time and report back to the regular reporting center at the scheduled quitting time unless assigned to overtime work.
- B. When employees are assigned to report to a temporary work location for more than one (1) full tour, the Company will pay a per diem allowance with the following schedule in lieu of meals, lodging and all other expenses:

<u>Distance</u>	<u>Daily Allowance</u> <u>Effective 06/01/03</u>
11 to 20 miles	\$11.00
21 to 40 miles	<b>\$21.50</b>
<b>41 – 60 miles</b>	\$34.00
<b>over 60 miles</b>	<b>\$36.00</b>

- C. When employees are assigned to a temporary work location of **(60) miles or less** from their regular reporting center, employees will, whenever possible, be directed to report to the temporary work location at the scheduled starting time on the first day of the temporary assignment and will receive the applicable per diem upon completion of the full daily tour.
- (1) During interim days of the assignment, the employee will report to the temporary work location at the regular starting time and return back to same at the assigned quitting time unless assigned to overtime work.
  - (2) The per diem allowance or lodging expense is not applicable on weekend(s) should the employee be assigned for more than a one-week period.
- D. When employees are assigned to a temporary work location beyond sixty **(60)** miles of their regular reporting center for more than one (1) full tour they may elect to accept one of the following options:
- (1) The Company will pay reasonable lodging expenses plus a per diem allowance of **\$34.00** for meals and other expenses for each full day at the temporary work location. If the employee leaves or returns to his regular reporting center within his scheduled tour, the allowance for meals and other expenses will only equal one-half (1/2) the appropriate amount. When attending authorized training, full per diem will be applicable for all travel/training days.
  - (2) Appropriate per diem allowance as set forth in Section 10, Paragraph B, in lieu of lodging and all other expenses. If the employee leaves or returns to his regular reporting center within his scheduled tour, the per diem will only equal one-half (1/2) the appropriate amount.
- E. When employees are assigned to a temporary work location beyond sixty **(60) miles** of their regular reporting center for more than one (1) full tour, in addition to the applicable per diem, the following conditions will apply:
- (1) The Company shall, when possible, rotate the assignment of this work among qualified employees.

- (2) The Company will arrange transportation from the regular reporting center to the temporary work location, and return at the completion of the assignment. This travel time will be considered as time worked.
  - (3) During interim days of the assignment, the employee will report to the temporary work location at the regular starting time and report back to the same at the assigned quitting time unless assigned to overtime work.
  - (4) An employee will be allowed to return to his regular reporting center at the end of each three (3) week period. If the employee elects to do this, the Company will arrange for transportation to the regular reporting center and return to the temporary work location, and this time will be considered as time worked.
  - (5) During the time when employees have been so assigned, including interim weekends, they may elect to accept one of the options under Paragraph D except that during interim weekends the per diem shall be **\$34.00**.
- F. In the event of a recognized holiday (birthday and personal day excluded) during a period in which he is scheduled to work beyond twenty (20) miles of his regular reporting center, the employee shall be returned to the regular reporting center at the regular quitting time the day previous to the holiday and shall leave the regular reporting center at the regular starting time the day following such a holiday, unless scheduled to work said holiday.
- G. When employees are working beyond one hundred (100) miles of their regular reporting center, they will not be so transported before and after a holiday (Christmas excepted).
- H. When an employee's floating holiday occurs during a period in which he is scheduled to work beyond sixty-one (61) miles of his regular reporting center and he is required to remain away from home overnight, said employee may be paid for the above mentioned holiday or receive a substitute day in lieu thereof.
- I. When Company or public transportation is not made available, the employee may be authorized to drive his own car for which he shall be paid in accordance with Company policy but no less than \$.315 per mile when the employee's personal vehicle is authorized for Company business.
- J. When a mileage allowance is paid for the use of an employee's personal vehicle, it is intended to cover all the expenses incurred for operating the vehicle such as, but not limited to: gasoline, oil, and repairs. Employees will be reimbursed for road and bridge toll charges incurred during authorized traveling as outlined in this section.

- K. When a mileage allowance is paid for the use of an employee's vehicle, the employee must have the minimum necessary liability limits on the vehicle used as required to comply with the Financial Responsibility of the State.
- L. For each temporary work assignment employees will be reimbursed for laundry expense at the rate of **\$10.00** for the first ten (10) consecutive work days and **\$5.00** for each five (5) consecutive work days thereafter.
- M. References to miles shall mean the most direct and practical one-way highway distance to a designated location as determined by Official State highway map.

#### Section 11 – Contracting Work Out

- A. The Company recognizes and acknowledges the right of its employees to perform its telephone work and in protection of this right agrees to confer and cooperate with the Union with respect to efforts of other labor organizations to take telephone work from its employees.
- B. Nothing in this Agreement shall be construed to limit the Company in the employment of such contract labor as in the discretion of the Company may become necessary for the proper construction, installation, and maintenance of communication facilities owned, served, and/or operated by the Company for the rendition of proper and adequate communication service to the public. Examples of situations where contract labor may be used are:
  - (1) Construction projects.
    - (a) Associated cutover work.
    - (b) Upgrade orders associated with construction projects.
    - (c) New installs as a result of construction projects. Specific and routine – include outside plant, COE, PBX.
  - (2) Vacation coverage
    - (a) Provide coverage while regular employees are on vacation.
  - (3) Locations where the Company has temporarily been unable to hire new employees.
    - (a) Provide coverage pending new hires.
    - (b) Provide reasonable coverage while new hire is in training.

- (4) Coverage for sickness or other authorized absence.
  - (a) Provide coverage due to sickness or accident.
  - (b) Provide coverage for employee unable to perform at normal level due to sickness.
  - (c) Other authorized absence; such as, training schools, furloughs.
- (5) Seasonal work load.
  - (a) Provide additional help due to seasonal conditions; such as, opening of school or college, resort season.
- (6) Natural or man-made disasters.
  - (a) Provide help as necessary to restore service and plant to original condition and in the working of service orders backlogged as a result of a disaster.
- C. Work done by contractors shall in no way result in the laying off, part-timing, or demotion of any employee qualified to perform the work being done. It is understood that normal day-to-day installation and maintenance work, except for certain types of construction and related maintenance work will be done by Company employees.
- D. When overtime work by contractors is authorized and controlled by the Company, equal opportunity for such overtime work shall be afforded those Company employees normally doing the same type of work within the same exchange in which contract labor is employed. As an example, the work of tree trimming, on an extensive scale, is a specific type of work not normally performed by Company employees.
- E. None of the restrictions or limitations expressed herein shall apply to work done by employees of an equipment manufacturer in the course of a major installation, modification or rearrangement of equipment of his own manufacture or equipment associated with it in the offices of Verizon North Incorporated.
- F. **On a quarterly basis the Company will provide to the Union Business Manager a report listing the number, classification and department of all time and expense (hourly) contract employees performing construction, installation and maintenance of communication facilities owned by the Company.**

Section 12 – Call-Back Pay/Standby

- A. When any employee in the bargaining units is called for work after he has left the premises, he shall be paid a minimum of two (2) hours at the overtime rate or for actual time worked, whichever is greater. The hours shall be computed from the time the employee leaves his home until he returns directly to his home after completion of the work. No employee shall arbitrarily refuse to perform emergency duties.
- B. In any situation(s) where the Company deems it appropriate, the following shall apply:
1. Employees in selected classifications and force groups will be assigned at management's discretion to be available for call back.
  2. The assignment shall be rotated among those qualified employees first on a voluntary basis in the selected classifications and force group. Should adequate volunteers not be available, the following procedure will apply:
    - A. In force groups of five (5) employees or less, Standby duty will be rotated among all qualified employees in the force group.
    - B. In force groups of six (6) employees or more, Standby duty will be rotated among up to fifty percent of the force group having the least seniority.
  3. Employees on Standby shall normally be excused from overtime assignments other than "call-back"
  4. Compensation shall be **\$125.00** for a calendar week assignment (week assignments will include Saturday and Sunday of the same weekend). Single assignments shall be compensated at **\$15.00 per single day assignment and \$25.00 for each single holiday assignment**. In the case of a weekend assignment, for example, 5:00 p.m. Friday to 8:00 a.m. Monday, compensation shall be **\$60.00**.
  5. In areas where technology may be available; i.e., pagers, etc., such may be used at Company discretion.
  6. If work is performed, the employee shall receive the applicable minimum overtime payment for the first "call in" in addition to the compensated rate. Compensation beyond the first "call in" shall be for actual hours worked. Minimum pay shall be one (1) hour if the work is performed remotely from the employee's home, and two (2) hours if the work must be performed at the customer's location.
  7. This practice does not supersede normal call back procedures if

additional employees are required to work.

8. An employee assigned must be available and accessible during the term of the assignment in order to receive compensation. It shall be the responsibility of the employee to keep the control center/duty supervisor advised of his/her location.
9. When assigned, an employee may be allowed to take a Company vehicle home. An employee shall exercise reasonable care for the security and safety of the vehicle and tools. It is understood the vehicle and tools are not for personal use.

### Section 13 – Employee Definitions

- A. **Regular Full-Time** – A regular full-time employee is one whose employment is expected to continue for one (1) year or more and who is available for a normal weekly schedule of hours or, in periods of force adjustment, for the full reduced work week.
- B. **Regular Part-Time (all bargaining units)** – A regular part-time employee is one whose employment is expected to continue for one (1) year or more and who is available for full-time work but is assigned less than a normal work week or normal work day due to the Company's inability to provide full-time work.
  - (1) Regular full-time employees who produce appropriate evidence that their state of health renders them unavailable for full-time work may be continued as regular full-time.
  - (2) Regular part-time employees who produce appropriate evidence that their state of health renders them unavailable for normal part-time duty may be continued as regular part-time.
  - (3) When Paragraphs B (1) or B (2) are applied, notice of such action will be given by letter from the Regional Director-Human Resources to the Union Business Manager.
- C. **Temporary Employees** – A temporary employee is an employee hired for a limited period of time not to exceed six (6) months. Temporary employees may work full or part-time.
- D. **Term Employees** – A term employee is an employee hired for a specific project for a period not to exceed twelve (12) months. Term employees may work full or part-time.

### Section 14 – Observations

- A. Observations and appraisals of the work of employees will be made at the direction of Management for the purpose of securing information to be used in their training and development and in appraising the quality of their work, in order that the customer may be furnished the best possible service in the most efficient manner.
- B. Remote Service Observations, made at the direction of Management for the primary purpose of determining the quality of service furnished to customers, are not intended for the purpose of rating the performance of individual employees.
- C. Completed observations will be reviewed with the employee(s) concerned with reasonable promptness.

#### Section 15 – Company Schools – Travel and Expense

Travel and expense procedures for employees attending Company schools away from their regular reporting center shall be covered as set forth in Section 10, of this Article – Board and Lodging Expense, except as modified in this Section.

- A. Company schools within the state ordinarily are completed in two (2) weeks or less. For schools lasting longer, class will be dismissed at noon on Friday prior to the second (2<sup>nd</sup>) weekend and will reconvene at 1:00 p.m. on Monday of the third (3<sup>rd</sup>) week. Employees may travel to their home locations on such weekends on Company time and at Company expense. Like arrangements may be made for any additional second (2<sup>nd</sup>) weekend such a school might last.
- B. When employees are assigned to training programs or schools which require them to remain away from home, the Company will arrange for lodging in hotels or motels.
- C. Training programs at facilities other than those conducted by the Company will be handled on an individual basis. Up to a maximum of eight (8) hours per day will be allowed at the basic rate of pay for travel to and from such training programs. There will be no reduction in scheduled hours on a scheduled workday by reason of travel required by the Company.
  - (1) Employees attending out-of-state training programs lasting more than three (3) weeks may return to their home locations at the end of each three (3) week period at Company expense, provided their training facility schedule permits.
    - (a) During interim weekends, the Company will provide reasonable lodging plus a per diem allowance for meals and other expenses as listed in Article 2, Section 10 D (1) for those employees that remain at the training facility. Employees, if applicable, may elect

to receive the appropriate per diem allowance as set forth in Article 2, Section 10 B in lieu of lodging and all other expenses.

- (b) It is the responsibility of the employee to abide by the training facility's training schedule.

### **ARTICLE 3** **MANAGEMENT RIGHTS**

#### **Section 1**

The management of the business and the direction of the working force shall remain with the Management of the Company, including, but not limited to, the right to hire, to discipline or discharge employees for just cause, to use improved methods, material or equipment, to determine work assignments and tours, to develop and administer work standards and performance requirements, to decide the number of employees needed at any particular time or place and to be the sole judge of the quality and acceptability of the communications service rendered to the public, except as such rights may be directly and specifically limited by this Agreement.

#### **Section 2**

Management retains the full right to decide all questions necessary for the proper conduct of the business, except as these rights may be limited by applicable Federal and State laws, or Presidential executive orders, or by direct and specific provisions of this Agreement.

### **ARTICLE 4** **RESPONSIBILITY**

#### **Section 1**

The Union agrees with the principle that its members who are employees of the Company will individually and collectively perform efficient service, that they will use their influence and best efforts to protect the property and interests of the Company, and will cooperate with the Company in the performance of their individual duties.

#### **Section 2**

In the interest of continuity of service and efficient and orderly operation, the employees will abide by the Company's reasonable rules and regulations that do not conflict with this Agreement.

## **ARTICLE 5**

### **UNION SECURITY**

#### **Section 1 – Agency Shop**

- A. Subject to conditions set forth within this Article, regular full-time employees and regular part-time, term and temporary employees within 30 calendar days of hire shall as a condition of employment and at their option either: (1) apply for membership in the Union and, if accepted, maintain membership in good standing thereafter during the term of this Agreement, or (2) alternatively arrange to pay to the Union a service fee equal in amount to the membership dues uniformly required for all members of the same class.
- B. Any employee who is a member of the Union may, upon proper notice, voluntarily withdraw from such membership but may not, thereby, be relieved of Agency Shop requirements herein.
- C. Membership in the Union is not compulsory. Employees in job classifications within the collective bargaining unit are free to accept or to decline membership in the Union.
- D. For purposes of this Article, the following definitions will apply.
  - (1) In Good Standing – means that the employee pays, or tenders payment of, initiation fee, and periodic dues in amount and frequency regularly required by the Union as a condition of acquiring and retaining membership.
  - (2) Service Fee Employee – means a covered employee who elects not to become a member of the Union, or who withdraws membership from the Union, and is required in lieu of membership to pay the representation fee to the Union.
  - (3) Proper Notice – means the employee will notify both the Company and the Union by mail and the Company will rely solely upon its own copy of the notice. Notice to the Company will be directed to the Regional Director-Human Resources by registered mail, return receipt requested.

#### **Section 2 – Effective Date**

- A. These Agency Shop provisions apply to all newly hired covered regular full-time and regular part-time, term and temporary employees whose date of engagement is on or after June 20, 1975.
- B. Any covered employee who is a member of the Union on June 20, 1975 is subject to the Agency Shop requirements herein.

- C. Any covered regular full-time and regular part-time employee working 20 hours or more a week who is not a member of the Union on June 20, 1975, is excused from the Agency Shop requirements. However, such an employee may elect to join the Union, or to become a Service Fee employee, at any later time at his or her option.

### Section 3 – Rights and Privileges

- A. Service Fee Employees are in no manner members of the Union, and possess no membership rights, privileges, or responsibilities that accrue to members of the Union.

### Section 4 – General

- A. No Service Fee Employee shall be required to pay the representation fee during any period that, by Union rules or actions, dues payments are suspended or not enforced for regular members of the Union.
- B. Nothing herein shall be construed to limit the Union's lawful rights to determine and enforce regulations regarding acquisition of, and retention of, membership in the Union. Any covered regular full-time, regular part-time, term or temporary employee who is refused membership, or whose membership is involuntarily terminated by action of the Union body (other than for refusal to tender initiation fee and periodic dues) shall not be subject to discharge from employment, but rather shall take on the status of a Service Fee Employee.
- C. The Union agrees to indemnify the Company against any claims that may be made against the Company as a result of the Company's good faith application of this Article.

## **ARTICLE 6** **PAYROLL DEDUCTIONS OF DUES**

### Section 1

The Company agrees to deduct monthly, from the pay of any Union member or service fee employee covered by this Agreement, current monthly Union dues or representation service fee upon written assignment of the employee subject to stipulated conditions agreed upon between the Company and the Union.

- A. Dues will be deducted one (1) month in advance. The Company will pick up one (1) missed deduction from an employee's basic wages. Other missed deductions and dues refunds will be the responsibility of the Union.

## Section 2

The Company shall forward as promptly as possible, one (1) check for the aggregate of all dues deducted hereunder to the respective Financial Secretary.

## Section 3

The Union agrees to indemnify the Company and hold it harmless from all claims, damages, costs, fees or charges of any kind on account of the continued recognition of dues deduction cards on file with the Company.

# **ARTICLE 7** **UNION ACTIVITY**

## Section 1

For the purposes of this Agreement the Union duties of the Stewards shall be to see to it that the provisions of this Agreement are being complied with and to assist employees in meetings with Company representatives called for the purpose of settling grievances.

## Section 2

Stewards shall carry out their prescribed duties during regularly scheduled working hours, but with the expressed understanding that permission of their supervisor is required for relief from their job for discharge of their Steward's duties. Such permission will be granted provided that the Company's obligation to furnish uninterrupted service to its customers is not adversely affected thereby. After each such absence, the Union representative shall report to his immediate supervisor when returning for work.

## Section 3

Reasonable short periods of absence without pay will be granted to duly designated Union officials under this Agreement whose duties from time to time require such absence in carrying out Union business within the Company's several exchange areas. Proper advance request for such absence will be made. **During the New-Hire Orientation process for new employees, the Company shall provide up to fifteen (15) minutes for a local steward to address and provide information about the Union. The hiring supervisor is responsible for notifying the local union steward prior to the orientation process and working out a mutually agreeable timeframe.**

## Section 4

The Union shall notify the Company in writing of any changes affecting the designations or names of its representatives.

### Section 5

A maximum of six (6) members of the Union negotiating committee shall suffer no loss of normal pay when in joint conference with Management for the purpose of negotiating labor agreement provisions.

It is understood, however, that the Union negotiating committee will not necessarily be limited to six (6) members.

## **ARTICLE 8** **STRIKES OR WORK STOPPAGES**

### Section 1

The Company and the Union for itself and in behalf of its members recognize this Agreement as mutually binding and obligatory upon them for the entire term thereof.

### Section 2

The Company and the Union are in agreement that the principal way to preserve job security and improve the welfare of the employees is to maintain the good will and prosperity of the business and that this is accomplished in large part through prompt, courteous, interested, loyal and complete service to the public on the part of the employee. Therefore, it is to the mutual interest of the Company and the Union that the business of the Company shall continue without interruption or inconvenience to the public.

### Section 3

The Company agrees that during the term of this Agreement there will be no lockouts of the employees covered by this Agreement.

### Section 4

The Union agrees that its members are bound not to engage in any strike, sympathetic strike, refusal to work, slow-down, or work stoppage against the Company for the term of this Agreement.

### Section 5

In order that the intent and purpose of this Article may be effectively executed, the Union agrees that the Company may discipline or discharge any employee violating the no-strike provisions of this Article, subject to the provisions of other Articles of this Agreement.

### Section 6

When an employee encounters a picket line at the location to which he has been

dispatched, it is expected that he will seek permission to cross the picket line from the person in charge of pickets. If permission is granted the employee should proceed and perform the service requested. If the employee is informed that he cannot cross the picket line or there is evidence that crossing would be hazardous, he should report back to his supervisor immediately.

## **ARTICLE 9**

### **SHORT TERM DISABILITY AND ACCIDENT DISABILITY BENEFITS**

#### **Section 1**

All **regular** employees covered by this Agreement shall after a term of employment of one (1) year be qualified to receive **Short Term Disability** benefit payments when incapacitated by illness or physical injury. Sickness shall include injury other than accidental injury arising out of and in the course of employment by the Company.

#### **Section 2**

**Short Term Disability benefits shall be as follows:**

<b>Length of Service (in years)</b>	<b>Pymnts Start On (sched. Workday)</b>	<b>Full Pay (weeks)</b>	<b>Half Pay (weeks)</b>
<b>1 but less than 5</b>	<b>4<sup>th</sup></b>	<b>4</b>	<b>13</b>
<b>5 but less than 10</b>	<b>3<sup>rd</sup></b>	<b>13</b>	<b>13</b>
<b>10 but less than 15</b>	<b>2<sup>nd</sup></b>	<b>13</b>	<b>39</b>
<b>15 but less than 20</b>	<b>2<sup>nd</sup></b>	<b>20</b>	<b>32</b>
<b>20 years +</b>	<b>1<sup>st</sup></b>	<b>26</b>	<b>26</b>

- A. The waiting period for employees shall be taken to commence on the first day on which, because of sickness, a full day's wages is not paid. For employees with over one (1) year accredited service, **all days of the waiting period will be waived if the employee has not been absent for personal illness and/or injury in the previous six (6) consecutive months; if the employee is hospitalized on the first scheduled work day of absence; or for a surgical procedure performed in an outpatient surgical facility or hospital when the employee provides documentation of the surgical procedure performed.**
- (1) An employee with more than one (1) year of service who is required to leave work due to illness will be paid for time worked and the remainder of the scheduled tour will be counted toward the waiting period.
  - (2) An employee may elect with supervisory approval to offset scheduled lost time through **Short Term Disability** by using available day-at-a-time vacation and/or personal holiday(s).

- B. An employee's length of service as of the first (1<sup>st</sup>) day of absence determines the length of time for which benefits will be paid during such absence.
- C. An employee absent due to illness within fourteen (14) calendar days of his return to work from illness for which the waiting period has been served, will not be required to undergo an additional waiting period.
- D. Successive periods of **Short Term Disability** shall be **subject to the waiting days outlined above and shall be counted together as one (1) period** in computing the period during which the employee shall be entitled to benefits. **Any absent sick reported time would interrupt the thirteen (13) week restoration period.** Any sickness or injury (excluding Worker's Comp injuries) occurring after an employee has been continuously engaged in the performance of duty for thirteen (13) weeks shall be considered a new sickness or injury and not as part of any disability which preceded such period of thirteen (13) weeks.
- E. The number of weeks at "full-pay" and "half-pay" for purposes of this section will be based on the employee's net accredited service.
- (1) A regular full-time employee's net accredited service is determined by the beginning date of his latest term of continuous employment with this Company, a predecessor company or other System companies; or a date established by the Employees' Benefit Committee due to: (1) granting of credit for previous service, (2) deductions due to leaves of absence, or (3) deductions due to layoffs.
  - (2) A regular part-time employee's net accredited service is determined in accordance with hours worked; two-thousand eighty (2080) hours of work are equal to one (1) year of net accredited service.
- F. The amount of **Short Term Disability** benefits received by an employee will be based on the following:
- (1) A regular full-time employee's benefits will be computed at his basic straight- time hourly rate at the time disability is incurred.
  - (2) A regular part-time employee's benefits will be computed on the basis of the average straight-time hours at the employee's basic straight-time hourly rate of pay worked per week by the employee during the six (6) months immediately preceding the date the disability is incurred.
  - (3) Overtime, differentials or other premium payments will not be used in computing disability benefits.

- G. When **Short Term Disability** benefits are exhausted and an employee is unable to return to work, he may apply for a leave of absence, as specified in Article 15 of this Agreement, or if adjudged eligible by the Employees' Benefit Committee he may be placed on Disability Pension.

### Section 3

Employees shall not be entitled to receive sickness disability benefits for time for which any wages are paid them by the Company, or after an employee has commenced a leave of absence, or during a period of layoff.

### Section 4

The establishment of the Plan for **Short Term Disability Benefits** shall not be construed as giving to any employee a vested right or claim to unused benefits

### Section 5

In all questions relating to length of service and rates of pay of employees the current records of the Company shall be final unless evidence is shown that the records are incorrect.

### Section 6

An employee who is required to be absent from work or who finds it necessary to leave work due to illness will be required to report to his immediate supervisor at the beginning of such absence.

- A. If an employee wishes to leave town during a period when he/she is receiving **Short Term** disability benefits it must be medically necessary for the employee's recovery and/or have the approval of his/her immediate supervisor. Failure to notify the immediate supervisor and receive appropriate approval may result in the denial of benefits.

### Section 7

All claims for **Short Term Disability** benefits must be made within sixty (60) days from the date of accident or from the first (1<sup>st</sup>) day of absence on account of sickness.

### Section 8

Upon request an employee will have his physician or psychiatrist complete and forward to the **Short Term Disability Administrator** a certificate outlining the nature of the sickness however illness or physical injuries in excess of three (3) consecutive scheduled days not substantiated by a medical physician's report will be

**ineligible for Short Term Disability benefits.** Payment for such benefit may be made contingent upon receipt of a satisfactorily completed certificate. An employee shall not be entitled to benefits if he declines to permit the Company physician or other qualified specialist selected by the Company to make an examination to determine the employee's physical, mental or emotional condition.

- A. Physicians and qualified specialist as used in this paragraph shall mean medical doctors, doctors of osteopathy, psychiatrist, podiatrists, chiropractors and doctors of dental surgery.
- B. Employees under the care of a chiropractor will not be entitled to receive **Short Term Disability** benefits beyond the fifth (5<sup>th</sup>) day of absence unless the disability is confirmed by a medical doctor, doctor of osteopathy or podiatrist.

#### Section 9

- A. No right to benefits under this Article shall exist in the case of disability **for work time lost for mental and/or emotional illness, drug addiction and/or alcoholism (with the exception of hospitalization and/or intensive out-patient therapy) unless the determination for disability is made by a licensed psychiatrist.**
  - (1) In the case of disability due to willful misconduct, no right to benefits under this Article shall exist.
- B. An employee receiving **Short Term Disability** benefits and under a doctor's care may be disqualified from benefits if he is found to have failed to follow the doctor's recommendations designed to effect his fastest recovery.

#### Section 10

The Company may make such changes in excess of the above as in its judgement will more effectively carry out the true purpose of these benefits.

#### Section 11

Applications for benefits shall follow an approved procedure as set forth by the Company.

#### Section 12 – Accident Disability Benefits

All employees covered by this Agreement shall be qualified to receive accident disability benefits on account of physical disability to work by reason of accidental injury arising out of and in the course of employment with the Company in accord with the following:

- A. For a period of thirteen (13) weeks absence resulting from any one (1) such

accident, the Company will pay the difference between any benefit payable under laws now in force, or which may be enacted such as Worker's Compensation, and 90% of the employee's basic hourly rate of pay. If after the effective date of the contract, worker's compensation insurance is deemed taxable income, the employee will receive 100%.

- B. For a period of the next thirty-nine (39) weeks of absence due to the same accident, the Company will pay the employee the difference between such legal benefits described above, including Worker's Compensation, and one-half (1/2) of the employee's basic hourly rate of pay.
- C. Sick benefits may be denied to an employee while he is receiving Worker's Compensation as a result of an injury received while working for other than the Verizon North Incorporated.

### Section 13

The period during which accident disability benefits shall be paid shall be taken as commencing upon the first (1<sup>st</sup>) day on which because of disability a full day's wages is not paid.

- A. Successive periods of disability from accident shall be counted together if from the same accident and separately if from different accidents.

### Section 14

Applications for benefits shall follow an approved procedure as set forth by the Company.

## **ARTICLE 10** **EXCUSED ABSENCE**

### Section 1

When a regular employee is called for jury service, he shall be excused from his regular duties on the days he is required to appear in court, except that if the time required for jury service on any one (1) day is one-half (1/2) day or less, the employee then will be required to devote the remainder of the day to his regular duties with the Company.

**Regular employees required to serve on jury duty will be paid the straight time rate for such approved time off falling within their regularly scheduled tour.**

- A. The employee must inform his supervisor of the jury duty as soon as notified.

### Section 2

Upon arrangement with his supervisor for a most convenient time, an employee entitled to vote shall suffer no loss of pay for reasonable time off to vote in any general, national, state or county election.

### Section 3

**Regular employees shall be granted a maximum of 3 days paid time off for absence by reason of death in the immediate family. Paid time off shall be at the basic hourly rate for scheduled hours lost. The employee may select any 3 days between and including the day death occurs and two days following burial. The immediate family will normally consist of spouse, parents, children, grandparents, grandchildren, brother, sister, mother-in-law and father-in-law. "Immediate family" shall also include the brother-in-law and sister-in-law of the employee provided however, that payment hereunder shall not exceed 2 days between and including the day death occurs and the day following burial.**

### Section 4

Time off with pay for other reasons may be granted an employee by the employee's immediate supervisor.

### Section 5

Employees may be excused from duty to participate in recognized peacetime training with authorized military reserve training units (National Guard, Coast Guard, Army, Navy and Marine).

They will be compensated for such absences by whatever amount represents the difference between the amount paid as base pay for such services and the amount normally paid by the Company should they have been at work during the period of absence, should the latter be greater. The compensation payable under this provision shall be limited to two (2) weeks in any one (1) year.

## **ARTICLE 11** **VACATIONS**

### Section 1 – Weeks of Vacation

Vacations shall be granted to regular full-time and regular part-time employees during the calendar year in accord with the following schedule:

Years of  
Accredited Service  
Up to 1

Weeks of  
Vacation Granted  
0

1 to 4	2
5 to 14	3
15 to 24	4
25 or more	5

- A. **Beginning January 1, 2004, the number of hours available for selection of Full-week Vacations, Day-at-a-Time Vacation and Floating Holidays (as identified under Article 12) will be placed on the vacation schedule to be selected by seniority as identified in Section 2, paragraph A below.**
- B. Regular part-time employees must have accrued work hours equal to the applicable number of years of accredited service to complete eligibility for vacations.

#### Section 2 – Day at a Time Vacation

Regular full-time employees covered by the bargaining agreement will be permitted to take two (2) weeks of their vacation on a one (1) day-at-a-time basis, with the following restriction:

- A. **Employees electing to take one or more week(s) of vacation on a day-at-a-time basis may select those day(s) during the second routing following selection of full vacation weeks. The vacation schedule will then be routed a third time for those employees who wish to select Floating Holidays as identified under Article 12 for the purpose of securing days off in advance.**
- B. Employees must notify and receive approval by their supervisor at least fifteen (15) days prior to changing a day of vacation. The supervisor may waive this requirement.
- C. A day of vacation shall apply to **Sunday through Saturday.**
- D. **Regular full-time employees may elect to carry over up to three (3) Day At a Time Vacation Days subject to the following terms:**
  - 1. **Any day at a time vacation day “carried over” from one year to the next must be scheduled and taken no later than the week beginning with the last Sunday in March of the next calendar year.**
  - 2. **When more than one day at a time vacation day is carried over from one calendar year to the next, at least a like amount of vacation time for the calendar year into which the additional day (s) is carried over must also be scheduled and taken no later than the last Sunday in March of the same calendar year.**

- E. If an employee is eligible for vacation carry forward (banking) according to the MOA on Vacation Carry Forward (Banking) in this Agreement he/she may bank day-at-a-time vacation.**

### Section 3

Vacation pay for full-time employees shall be computed on the basis of a forty (40) hour week at the employee's basic straight-time rate of pay in effect at the time of the vacation.

### Section 4

Vacation pay for regular part-time employees shall be computed on the basis of the average straight-time hours at the employee's basic straight-time rate of pay worked per week by the employee during six (6) month period immediately preceding the vacation.

### Section 5 – Vacation Selection Procedures

The following procedures will be applicable to vacation selection:

- A. A minimum of ten (10) percent of any force group with ten or more employees will be allowed on vacation, except as provided in Item C below.
- B. A minimum of one person per week in force groups with less than ten employees will be permitted to be on vacation at any one time, except as provided in Item C below.
- C. The Company reserves the right to delete weeks for vacation selection for reasons of service requirements such as, but not necessarily limited to, central office cutovers, directory closings, upgrade programs, heavy service order activity, emergencies and operator handled call volumes.
- D. Vacation selection must be completed and submitted to the Company by December 1<sup>st</sup> for the succeeding year's vacation schedule.
- E. After December 1<sup>st</sup>, new hires, transfers, promotion, etc., will select vacations from weeks made available for selection at Management's discretion.

### Section 6

For the purpose of computing length of vacation, an employee who has had a break in service and who is reemployed shall have his accredited service bridged after being reemployed continuously for a period of **1000 hours**. Before January 1 of each year, the Company shall make known to all Service and Clerical employees a list showing the number of employees who may be on vacation with respect to each force group for each week of the vacation period. The Company will respect the employee's choice of

a vacation in accord with the employee's seniority insofar as service requirements of the Company will permit. Changes in vacation periods may be made to suit the desires of the employees after January 1 of each year with the consent of the Company.

After the dates for an employee's vacation have been established and announced, such dates may not be changed without the consent of the employee if the change would not permit thirty (30) days notice prior to the scheduled date, emergencies excepted. The force group used herein shall mean those **employees in a given classification who are identified on the same vacation schedule**. Vacations must be taken when scheduled, except that **employees** who because of their anniversary date cannot complete a year of service prior to October 1, may take their vacation prior to April 1 of the following year when vacation weeks are not available between October 1 and December 31 of the eligible year.

**The granting of vacations in advance of the employee's completion of the required years of accredited service for such vacation is done on the assumption that the employment will continue beyond the service anniversary of the individual. Should an employee be permitted to use this privilege and later fail to meet the accredited service requirements, the Company may recover the difference from wages due the employee.**

Employees may split their entire vacation period as they desire provided no vacation period shall be less than one (1) calendar week (except as provided in Article 11, Section 2).

Vacations may be scheduled for the last week of any year whether or not a portion of this week falls in January of the following year. The calendar year in which the week shall be considered available for purposes of vacation selection shall be determined by Management.

#### Section 7

- A. Absence without service credit shall disqualify an employee from vacation benefits to which he might be otherwise entitled until he has been back on the job for a period of ninety (90) calendar days.

#### Section 8

If an employee's regular scheduled vacation occurs while the employee is receiving sickness disability benefits, the vacation time will be rescheduled providing that the employee notifies his/her supervisor prior to the beginning of the vacation.

## **ARTICLE 12** **HOLIDAYS**

### **Section 1**

The Company recognizes the following paid holidays. As service requirements permit, **regular** employees shall be scheduled off on these holidays:

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
(5) Floating Holidays

**Effective 1/1/2004**

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
(6) Floating Holidays

\* **Verizon Plus associates will recognize a 7<sup>th</sup> Floating Holiday In lieu of the day after Thanksgiving**

### **Section 2**

- A. Subject to service requirements, the Company will grant a floating holiday(s) off with pay to **regular** employees after six (6) months of employment, except as provided in Article 2, Section 10.

It is the intent that floating holidays will normally be taken as days off with pay and not worked. However, if it becomes necessary for an employee to work his/her previously approved floating holiday compensation for the time worked will be treated the same as a core holiday.

**Floating Holidays may be bid on the annual vacation schedule after all full week vacations and day at a time vacations days have been bid.**

The Company will allow as many employees as possible, while still maintaining appropriate service levels, to schedule the Day before Christmas as a floating holiday.

- B. Subject to supervisory approval, an employee may take two (2) floating holidays in four (4) hour increments.

### Section 3

Holiday allowance for regular employees shall be a maximum of eight (8) hours pay computed at the employee's basic straight-time hourly rate. All regular employees will receive holiday allowance provided attendance requirements as set forth in Section 7, Paragraph C of this Article are met.

### Section 4

- A. The Company will not as a general policy, schedule five (5) days of work in addition to the holiday(s) in the week in which the holiday(s) occurs.
- B. A holiday allowance, as described in Section 3 above, shall be considered as time worked in the computation of weekly overtime due.
  - (1) No employee will, as a result of time worked and/or holiday allowance, have more than eight (8) hours credited toward computation of weekly overtime as a result of the holiday(s).
- C. Hours worked on a holiday shall be paid at one and one-half (1 ½) times the applicable basic straight-time hourly rates. If an employee fails to complete a scheduled holiday tour without valid reason, holiday allowance and holiday pay shall be limited to the hours actually worked. Additional work required on a holiday shall be first assigned to employees who desire it, and next assigned in the inverse order of seniority, as modified by accessibility, ability to do the work, extenuating personal circumstances and the urgency of the work situation.
  - (1) Non-scheduled time worked on a holiday which falls outside the employee's regular scheduled daily tour hours, for which holiday allowance is paid under Sections 3, 5 and 6 of this Article, will be paid at two and one-half (2 ½) times the employee's basic straight-time hourly rate. When daily tour hours vary, the non-scheduled holiday tour will be considered to be the same as the last scheduled tour prior to the holiday.

### Section 5

Regular part-time employees, when not scheduled to work on a holiday, will receive a holiday allowance on the basis of average daily hours worked per week in the previous six (6) month period.

- A. When a regular part-time employee actually works on the holiday, he shall be paid a holiday allowance on the preceding basis, or on the basis of hours actually worked, whichever is greater, but in no event to an extent exceeding eight (8) hours.
- B. Regular part-time employees must meet the attendance requirements contained in this Article in order to receive any holiday allowances.

## Section 6

- A. If a recognized holiday falls on a Saturday, arrangements will be made to either pay each properly qualified employee the applicable holiday allowance in addition to his pay for the week or to allocate a substitute holiday on the day preceding or the first (1<sup>st</sup>) normally scheduled day following the holiday. However, should essential service requirements make it necessary, a substitute holiday may be assigned in any of the days during the week in which the holiday falls.
- B. When a holiday recognized by this Agreement falls within an employee's vacation period, another day in lieu of the holiday will be allowed as mutually agreed upon (or Company may pay for extra day).
- C. Holiday allowance will not be paid when an employee is absent on either of the scheduled work days which immediately precede or follow the holiday unless such absences are excused.
- D. When a recognized holiday falls on Sunday, it shall be observed on the Monday immediately following the holiday. The qualifying requirements for holiday allowance shall apply to the Monday which is observed as the holiday.

## ARTICLE 13 INSURANCE AND PENSION BENEFITS

### Section 1

Group Insurance and Employee Pensions under the plans now in effect for all eligible employees as sponsored by the Company shall continue in effect for employees covered by this Agreement on the same basis as other eligible employees of the Company. Cancellations, if done as provided for under the terms of the Insurance or Pension Plan, shall apply alike to all eligible employees of the Company, whether covered under this Agreement or not.

### Section 2

- A. The Company will contribute toward the total premium cost of the approved basic

group hospital-medical and dental plan for eligible participating regular full-time and regular part-time employees as indicated below:

#### **Medical Plan**

<u>Eligible Participating</u>	<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>
Individual employee	100%	100%	100%
Employee plus 1	100%	100%	100%
Family	100%	100%	100%

#### **Eligible Part-Time Participating Employee**

Individual employee	100%	100%	100%
Employee plus 1	50%	50%	50%
Family	50%	50%	50%

#### **DENTAL PLAN**

<u>Eligible Full-Time Participating Employee</u>	<u>Current</u>	<u>Effective 1/1/2005</u>	<u>Effective 1/1/2006</u>
Individual employee	100%	100%	100%
Employee plus 1	50%	75%	80%
Family	50%	75%	80%

<u>Eligible Part-Time Participating Employee</u>	<u>Current</u>	<u>Effective 1/1/2005</u>	<u>Effective 1/1/2006</u>
Individual employee	100%	100%	100%
Employee plus 1	50%	50%	60%
Family	50%	50%	60%

#### **Section 3**

Medical and dental coverage shall end 30 calendar days from the date the employees eligibility for coverage ceases.

## ARTICLE 14 BRIDGING OF SERVICE

### Section 1

When an employee's employment has been terminated and thereafter he/she is reemployed and accumulates **1000 hours** of accredited service then the break in the employee's employment shall be bridged and there shall be added to the **1000 hours** of accredited service which has been accumulated since his/her reemployment, the period of accredited service which the employee had previously accumulated, provided each such prior accredited service equaled or exceeded **1000 hours**. Official Company records shall be used for verification of all prior service.

### Section 2

The term accredited service, shall mean the aggregate of the years and months of active employment in the service of the Company, its predecessors, its associated companies or companies affiliated with the Corporation that are recognized for service purposes. Accredited service shall include all active employment for which a wage or salary was paid, and any additional excused absent time or leave of absence time that was specifically approved for service credit purposes in accordance with published statements of Company policy.

## ARTICLE 15 LEAVES OF ABSENCE

### Section 1

- A. A leave of absence of more than one (1) month **but no greater than six (6) months** may be granted under this Agreement solely to protect continuity of service of a person who is **reinstated** upon expiration of such leave. Management will **make every** attempt to reinstate an employee when possible. The granting of a leave of absence in no way guarantees reemployment.
- B. Time that an employee is on leave of absence may or may not be credited to his term of service depending upon the circumstances involved, and the decision of the **Employee Services Center**. The authorization of a leave of absence will indicate whether or not service credit will be given for the term of absence. Seniority shall accrue while on leave of absence.
- C. Authorized absence from duty without pay not in excess of one (1) month within a calendar year may be given for sufficient reason by the employee's immediate supervisor. This authorized absence will be identified as a furlough.

### Section 2

Reasons for granting a leave of absence shall be for personal illness, illness in an employee's immediate family, pregnancy or other urgent and compelling personal reasons.

### Section 3

When an employee desires consideration for a leave of absence he will request an application for same from his supervisor. All leaves of absence must be approved in conformance with the Plan for Hourly Paid Employees' Pensions. Nothing in this Article shall be construed as changing in any way the Plan for Hourly Paid Employee's Pensions as presently constituted or as it may be modified.

- A. An application for leave of absence should be made thirty (30) days in advance of the beginning of the leave of absence.

### Section 4

A person on leave of absence may be disqualified from rights conveyed by such leave unless he advises Management of his availability for reemployment at least seven (7) calendar days prior to the expiration date of the leave .

Employees returning from leaves of absence shall be considered for reemployment, in job vacancies within their previous departments and exchanges, in accordance with the provisions set forth in Article 16, Section 8, "Procedures for Filling Job Vacancies," with the exceptions as outlined below:

- A. **Reinstatement** of a person returning from a leave of absence shall be contingent on that person passing the Pre-employment Physical Examination given by the Company designated physician at the time of **reinstatement**.
- B. If any person subject to this Article makes known his ability to return to work to the Company and is subsequently offered, in accordance with this Article, reemployment and refuses such **reinstatement**, he will automatically forfeit all rights under this Agreement.
- C. Unless a person granted a leave of absence has been reemployed within **six (6)** months from the expiration date of the leave, all rights under this Article will terminate. **During this six (6) month period employees will have access to the company designated posting system to listen to current job postings. Employees will need to apply for positions if interested. They will be considered along with other self nomination candidates in seniority order.**

### Section 5

Any employee covered by this Agreement who becomes a member of the Armed

Forces of the United States of America, or the Merchant Marine under a Selective Service Act or a National Emergency Act, shall be granted a leave of absence by the Company, and he shall accumulate his seniority and retain his status as an employee, and upon his honorable discharge from such service or hospitalization continuing after discharge, shall report to the Company within ninety (90) days. Such person shall be offered a position of equal status and the rate of pay that he would have received had his employment been continuous. Conditions of treatment under this Section are listed in the separate Agreement covering Military Leaves of Absence, dated May 5, 1962.

#### **Section 6 – Leave of Absence – Union Duties and Activities**

- A.** An employee may request a leave of absence to assume duties of the Union on a regular basis. The application, on forms provided by the Company, should be made not earlier than sixty (60) days or later than thirty (30) days prior to commencement of the leave of absence.
- B.** A leave of absence to conduct official Union activities on a regular basis shall be no longer than one (1) year in duration. An extension of one (1) year may be granted on request. A request for extension of leave of absence must be made within thirty (30) calendar days prior to the termination of the existing leave.
- C. Verizon and IBEW Local 1106 Agree as follows:**
  - 1. Any full-time employee of a Verizon/GTE Company in an IBEW bargaining unit who becomes a full-time employee of either IBEW or an IBEW local affiliate (a "Verizon/GTE-Union employee") shall be entitled to be on leave of absence status from Verizon/GTE. While on such leave status, the Verizon/GTE-Union employee shall continue to accumulate seniority and shall retain return rights to the bargaining unit.**
  - 2. While on leave of absence status, a Verizon/GTE-Union employee shall accrue Accredited Service under the Verizon/GTE Pension Plan in which the employee actively participated while a bargaining unit employee until either:**
    - a. The Verizon/GTE-Union employee ends his/her full-time employment with the IBEW or a local affiliate; or**
    - b. The Verizon/GTE-Union employee retires from GTE or otherwise affirmatively relinquishes his/her leave of absence; or**
    - c. The aggregate length of all such leaves of absence equals fifteen (15) years.**

- d. Effective January 1, 2004, the aggregate length of all such leaves of absence equals eighteen (18) years.
    - e. Effective January 1, 2005, the aggregate length of all such leaves of absence equals twenty (20) years.
  - 3. In the event that any court of competent jurisdiction finds this Section 6, paragraph C to be unlawful, it shall be null and void as of the date of its execution, but Verizon/GTE and the IBEW will immediately negotiate in good faith to provide the most equivalent lawful benefit for Verizon/GTE-Union employees.
- D. An employee granted a leave of absence under the provisions of this Section shall be eligible for benefits as described below:
- (1) Group Life Insurance will be available at group rates. The amount of such insurance will be determined by the employee's basic wage in effect on the January 1<sup>st</sup> preceding the leave. The Company will bill the employee direct for the appropriate premium.
  - (2) When permitted by the carrier of the approved basic hospital-medical plan and when approved by the Company, the employee may arrange for direct billing of the premium for the approved basic hospital-medical plan at the group rates.
- E. The benefits above will cease at the expiration of the leave of absence unless the employee is reinstated in accordance with the provisions outlined below:
- (1) An employee granted a leave of absence under the provisions of this Section may be reinstated, if otherwise eligible, at any time prior to or within thirty (30) days following the expiration date of the above.
  - (2) Upon reinstatement the employee shall receive the same rate of pay in effect at the beginning of the leave, adjusted for any changes in wage level made during the period of such leave of absence.
  - (3) If no vacancies exist in his former job classification, the employee may be reinstated in a different classification on the same or a lower wage scale.
    - (a) Upon reinstatement the employee shall receive the rate of pay in effect at the beginning of the leave, adjusted for any changes in wage level in that former classification made during the period of such leave of absence.

- (1) If reinstated on a lower wage scale he shall be red-circled at the wage rate adjusted as above and shall receive no wage increases until called for by his wage experience credit in the job classification in which he is working.
- (2) While working at a red-circled wage rate if such reinstated employee shall refuse to accept reclassification to a position on or nearer to a wage scale similar to his red-circled rate, his wage rate shall at the beginning of the next payroll period be adjusted to the standard rate for the classification in which he is currently working.

F. Furloughs for Union officers to assist in the operation of the Union may be granted for a period of thirty (30) days when requested by the Business Manager to the Manager-Labor Relations.

## **ARTICLE 16**

### **PROCEDURES FOR FILLING JOB VACANCIES**

#### **Section 1**

Employees who desire to be considered for vacancies within job classifications included in Appendix 4 may submit job bids through the Hourly Self-Nomination process on the form provided by the Company.

- A. The procedure for filling job vacancies shall be as follows, provided the employee selected possesses the minimum qualifications or is qualifiable with minimum additional preparation: (1) Recall force adjusted employees (as provided for in Article 19); (2) Return regular employees from a Leave of Absence (as referenced in Article 15); (3) Select most qualified of those qualified full-time employees who submit bids through the Hourly Self-Nomination process (full-time may bid outside and within their own classification); (4) Select most qualified of those qualified part-time employees who submit bids through the Hourly Self-Nomination process (Part-Time may bid outside and within their own classification); (5) Reemployment of a laid-off employee whose recall rights have expired under Article 19 (applicants); (6) Transfer of an employee from another Verizon Company; (7) Direct hire of a qualified craftsperson.
- (1) Management shall not fill a vacancy in a classification rated higher than that currently held or last held by the candidate, except by (1), (3) and (4) mentioned in Section 1.A above.
  - (2) When employees are affected by Section 1.A, it shall be a matter for discussion between the Company and the Union.

- (3) When a new classification or vacancy is filled by direct hire of a fully qualified person, such person shall possess related work experience and/or training or education in the work performed by the classification into which he/she is to be hired. Additionally, such person shall be hired at not less than the twenty-four (24) month wage rate for the job classification to which the employee is assigned.

- (a) Former employees, when reengaged under the provisions of Section 1.A (7), shall be granted wage experience credit equivalent to the wage rate step last held by the former employee, provided such reemployment occurs within two years of the employee's last date worked.

- B. In the event the job vacancy is not filled as provided for in paragraph A, the Company may proceed to fill the vacancy at its discretion.

## Section 2

Selection of job bids of employees for vacancies as described in Section 1 shall be as follows:

- A. Vacancies shall be filled by the best qualified employee among those qualified. When two (2) or more persons have adequate and substantially equal qualifications, the job will be awarded to any employee having the greater seniority, among the persons so qualified.
- B. Management is not required to consider a bid from an employee who has been reclassified within the preceding nine (9) months, or who has less than nine (9) months service with the Company.
- C. Management is required to consider bids from employees to classifications on the same, equal or lower wage schedules when the employee has occupied his present classification for a period of eighteen (18) months. (Employees desiring a transfer to a new location within the same job classification may apply as outlined in Article 18, Section 3 – Transfers.)
- D. If the employee with the most seniority is not selected, Management will inform him/her in writing of the reason another was selected. All other bidders who were not selected will be individually notified, in writing, that another was selected. Grievances pertaining to non-selection may be submitted within thirty (30) calendar days commencing from the date notifying the employee(s) of his/her non-selection.
- E. A person selected under these procedures will be accorded wage treatment

under Article 28, "Application of Wage Schedules."

### Section 3

Employees assigned to temporary positions following return from lay-off or authorized leaves of absence will be eligible to submit bids under this procedure. Other term and temporary employees are excluded from the job bidding procedure.

### Section 4

Any job vacancy may be filled temporarily, not to exceed three months. If the vacancy is filled by an employee from a lower wage schedule, and extends beyond two (2) hours, the employee will be moved to the next higher rate of pay, in cents per hour, on the new schedule. In the event the job vacancy is filled temporarily from a higher wage schedule, the employee will continue on the wage schedule of his/her regular job. Such employee will suffer no loss of wage experience credit while temporarily assigned and/or upon return to his/her former job classification. Such temporary assignments will be offered by availability, qualifications and seniority to the employees from the work group affected.

### Section 5 – Reclassification

A regular employee incapable of meeting established work standards may be reclassified to work he/she is capable of performing, at the same or a different location, and his/her wage rate adjusted as provided in Article 28. When employees are affected by this Section, it shall be a matter for discussion between the Company and the Union.

### Section 6

If Management decides to fill a job vacancy with the reemployment of a laid-off employee, the return of an employee from leave of absence, the transfer of an employee, or by reclassifying an employee who is incapable of properly performing his/her current job assignment, consideration shall be given to qualifications, seniority, and service requirements.

A. The order of return from leaves and force adjustments shall be by seniority.

## **ARTICLE 17** **PROMOTIONS**

### Section 1

A. The right to select employees for positions of supervisory, professional, or confidential nature, which positions are excluded from this Agreement, is reserved to the Company at its sole discretion.

- (1) Employees desiring consideration for such positions may apply through lines of organization to the Human Resources Department.

## **ARTICLE 18** **TRANSFERS**

### **Section 1**

In conformance with the requirements of telephone service to the public and the operating efficiency of the Company, employees shall be transferred subject to the following conditions:

- A. In order to avoid disruption of established force procedure within a force group to which an employee has been transferred, such employee may not insist upon exercise of seniority rights in choice of tours or vacation periods when such choice will interfere with an established tour or vacation schedule except that tour choice may be modified by local agreement.
- B. Transfers shall be subject to voluntary acceptance on the part of employees. When jobs cannot be filled on a voluntary basis, the Company will proceed with transfers as operating needs demand. In the event of such transfers, the employee transferred shall be selected on the basis of least seniority, provided ability and qualifications are reasonably consistent with the demands of the job to be filled.
- C. When an employee is transferred on a permanent basis to another exchange for Company convenience, accelerated treatment on the wage progression schedule may be given to the employee, and the Company shall pay the reasonable and necessary costs of moving the furniture and household effects, as well as the personal transportation, of the employee and those of his/her household.
- D. Employees transferring from one exchange to another at their request, or for their personal convenience, or in the exercise of personal rights which might be accorded under the terms of this Agreement, will assume their own costs for moving furniture and personal belongings and the cost of personal transportation.
- E. When the Company determines that conditions require a work relocation (defined as a lateral transfer to maintain continuity of employment because of a change in method of operation by reason of centralization or decentralization), the following shall apply:
  - (1) In the event that an employee refuses a work relocation offered for the purpose of maintaining continuity of employment and the work relocation

is fifty (50) miles or over, such employee, when otherwise eligible, may exercise his/her seniority in accordance with Article 19.

- (2) For a period of 36 months should any combination of work relocations for the purpose of maintaining continuity of employment occur resulting in an employee reporting fifty (50) miles or more from his/her original reporting center, the employee may exercise his/her seniority in Accordance with Article 19.

## Section 2

An employee may be transferred on a specific temporary basis, not to exceed three months. Such transfers will be offered by availability, qualifications and seniority to the employees from the work group the transfer is being made. If the temporary transfer is filled by an employee from a lower wage schedule, and extends beyond two (2) hours, the employee will be moved to the next higher rate of pay, in cents per hour, on the new schedule. In the event the temporary transfer is from a higher wage schedule, the employee will continue on the wage schedule of his/her regular job. Such employee will suffer no loss of wage experience credit while temporarily assigned and/or upon return to his/her former job classification.

## Section 3

If an employee desires a transfer to a new location within the same job classification he/she may apply on forms made available upon request. The completed form should be forwarded through lines of organization to the Human Resources Department.

# **ARTICLE 19** **FORCE ADJUSTMENT**

## Section 1

When Management decides it is necessary to initiate force adjustment measures, probationary, limited part-time, temporary and term employees in the appropriate force adjustment sector will be laid off first except as otherwise provided in this Article.

- A. Subsequently, Management may reclassify to part-time status or lay off regular employees as set forth in Section 2 of this Article.
  - (1) When a temporary reduction in the work week for regular full-time employees becomes necessary, Management will advise the Union five (5) days in advance of such reduction. The required reduction of hours to be worked shall be assigned in inverse order of seniority. The temporary reduction will extend no longer than thirty (30) working days. During the temporary reduction period Article 19 does not apply.

## Section 2

- A. Layoff and/or reclassification to part-time status of regular employees shall be made among employees within the same job classification and force adjustment sector in which the force adjustment is required.
  - (1) Force adjustments shall begin with notification of options available to regular full-time employees.
- B. When both layoffs and reclassification to part-time status are involved, the force adjustment sector employees affected will be contacted in order of seniority and given the opportunity to select either part-time work or layoff. Those employees remaining after the required number have selected part-time assignment shall be laid off.
  - (1) Employees selecting part-time work will continue to accrue seniority at the rate of forty (40) hours per week.
- C. Employees will be laid off and/or part-timed in the inverse order of seniority, provided that Management shall have the right to retain those employees who have skills which an employee with greater seniority does not possess. Employees who are to be laid off under this paragraph may exercise their seniority in the following manner:
  - (1) A regular employee who has two (2) or more years seniority and is to be laid off shall have the right to:
    - (a) Claim a job (full-time or part-time, as selected by the employee) which he/she is able to perform satisfactorily as determined by the Company. Following such determination he/she will receive one (1) week of familiarization/ on-the-job training. A job may be claimed first within his/her force adjustment sector and next within his/her own geographic area as identified in Appendix 6. Any job claimed must be in the same, equal or lower wage schedule and currently filled by the employee having less seniority and the least seniority of all employees in that classification (except those employees retained under Paragraph C of this Section).
    - (b) A transfer to a vacant position in the same, equal, or a lower wage schedule for which he/she is qualified.
  - (2) A regular employee who has more than five (5) years seniority and who is to be laid off shall have the right to:

- (a) Claim a job (full-time or part-time, as selected by the employee) for which he/she is qualified as determined by the Company. Following such determination he/she will receive four (4) weeks of familiarization/ on-the-job training. A job may be claimed first within his/her force adjustment sector, next within his/her geographic area as identified in Appendix 6 and next within the operating area of the Company. Any job claimed must be in the same, equal or lower wage schedule and currently filled by the employee having less seniority and the least seniority of all employees in that classification (except those employees retained under Paragraph C of this Section).
  - (b) A transfer to a vacant position in the same, equal, or a lower wage schedule for which he/she is qualified.
- (3) Regular employees displaced as a result of the above will be treated as follows:
- (a) Those employees with less than two (2) years of seniority will be laid off.
  - (b) Those with two (2) or more years of seniority may be treated in accordance with Section 2, Paragraph C (1) of this Article, or
  - (c) Those with more than five (5) years seniority may be treated in accordance with Section 2, Paragraph C (2) of this Article.
- (4) If a Force Adjustment occurs and the employee relocates, he/she shall suffer no loss of regular pay for reasonable time off in connection with such relocation, and shall be eligible for a relocation allowance as provided below:

Miles	Amount
Less than 25	None
26-59	\$400
60-200	\$600
Over 200	\$700

Relocation allowance will be paid as a lump sum.

- (5) No layoff allowance shall be due any employee who fails to exercise his/her seniority rights to obtain a job or declines to accept a job in the same or equal wage schedule within his/her force adjustment sector.

- (6) Regular employees will be given a minimum of five (5) full work days notification of expected layoff.

### Section 3

Recall (as noted in Article 16, Section 1, Paragraph A) to the appropriate work group after force adjustment of regular employees shall be by seniority provided the employee has kept the Company informed of any change in address, is capable of performing the job available at the time of recall, has been approved by Company physician for reemployment, and the period of force adjustment has not exceeded the employee's recall period. The period of force adjustment for which seniority and net accredited service accumulated prior to the date of force adjustment will be protected is as indicated below:

Years of Accredited Service	Duration of Protection
0-2 years	Equal to months of service
2 or more	36 months

- A. Management shall offer, by seniority to force adjusted employees, job vacancies within another exchange or department for which the employee is qualified. This recall would only apply to the geographical area (as outlined in Appendix Six) from which the employee was either force adjusted from or laid off. The employee does not waive recall rights by declining to accept job vacancies under this Paragraph, except that all rights under this Article will be forfeited if the employee declines to accept a job in the same, equal, or higher wage schedule within the force adjustment sector.
- (1) Employees laid off or force adjusted outside their geographical area shall be considered prior to a regular bid on any position located within the state. This position must be on the same or lower wage schedule for which the employee is qualified. If a force adjusted employee accepts a position he/she shall only retain recall rights to their work group for the remainder of their period of protection.
- B. Management shall promptly notify the Union of the wage rate, job classification, and seniority of rehired employees.
- C. Notification of recall shall be sent to the employee's last known address, and a copy of the recall notice shall be forwarded to the Union. An employee so recalled must indicate acceptance of reemployment within ten (10) calendar days after notice of recall was sent or forfeit all rights under this Article.
- D. Employees returned to their former job classification under this Article will be returned to the wage experience credit level held prior to the transfer or exercise of seniority in accordance with Section 2.D of this Article.

#### Section 4

When employees are laid off under this Article, they shall be eligible for layoff allowance in accord with the following schedule, paid in weekly amounts, provided that payments shall cease if the employee has returned to work prior to the expiration of benefits:

Years of Net Accredited Service	Extended Weeks of Layoff Allowance
1-4 Inclusive	2
5-7 Inclusive	4
8-10 Inclusive	One week for each year of net accredited service.
11 or more	One week for each year of net accredited service through 10 years and one and one-half (1-1/2) weeks for each year beyond, up to a maximum of twenty-six (26) weeks.

Layoff allowance will be based on the employee's basic straight-time hourly rate in effect at the time of termination. The dollar amounts set forth in this Article shall be prorated for regular part-time employees based on the average hours worked during the last twenty-six weeks; i.e., average of thirty (30) hours worked per week would result in layoff allowance paid at 75%.

- A. An employee who has received a layoff allowance in accord with the above and has been reemployed and again laid off, shall receive a layoff allowance computed on the basis of total years of net accredited service less layoff allowances previously made. The layoff allowance shall be reinstated once the employee has completed twelve (12) months of continuous employment after being returned to active employment.
- B. Probationary, temporary, term, and limited part-time employees will not qualify for layoff allowance under this clause.
- C. If the employee has not been recalled within the period specified in Section 3, all rights under this Article will cease.

### ARTICLE 20 SAFETY

#### Section 1

- A. Safety rules and regulations issued by the Company and State and Federal

Governments for the health and safety of employees and the public shall be strictly adhered to. The Local Union and the Company shall cooperate in enforcing all such measures.

- B. With respect to Article 20, Section 1 (A) above, Verizon North Incorporated (Northeast Region) and the International Brotherhood of Electrical Workers, Local 1106, agree that the Company has the exclusive responsibility to provide a safe and healthful workplace and conditions of employment.

## Section 2

Each Division shall have a Safety Committee. It shall be the responsibility of the Safety Committee to recommend the correction of any unsafe working conditions that may arise. Each Safety Committee will include one member appointed by the Local Union and one member appointed by the Company. Each Safety Committee will meet periodically at a mutually agreeable time and place, when written request is given by either committee member. Such written request shall include the specific safety item(s) to be discussed. All time spent attending Safety Committee meetings that coincides with the employee's regular scheduled tour shall be compensated at the basic straight-time hourly rate. Such meetings are intended to be held monthly, but may be held more or less frequently at the concurrence of the members.

## Section 3

When requested by a Federal or State safety official to participate in an on-site inspection, one (1) Bargaining Unit employee will be compensated for such time that coincides with his regular scheduled tour. The Bargaining Unit employee so compensated shall be as designated in advance by the Union, provided Management is kept advised of his identity, he is available on-site, and is acceptable to the official.

# **ARTICLE 21**

## **WORK DONE BY SUPERVISORS AND NON-BARGAINING UNIT EMPLOYEES**

### Section 1

Management agrees that it will not use supervisory employees on work ordinarily performed by non-supervisory employees, except for purposes of instruction or to meet emergency conditions, or if an appropriate employee is not available. The parties recognize, however, that there are proper exceptions to this general practice and in such cases nothing herein is intended to prohibit Management from using such supervisory employees on such non-supervisory work.

**ARTICLE 22**  
**MANAGEMENT TRAINEES**

**Section 1**

The Company may assign Management Trainees to work in various classifications covered by this Agreement for a period not to exceed three (3) months, unless an extension of the training period is mutually agreed upon. It is specifically agreed that such trainees shall not, in the course of the training in the various craft classifications, displace, replace, result in the transfer of regular craft personnel, or prevent the hiring of additional personnel covered by this Agreement. It is agreed that while doing this work there will be no bargaining with the Union with respect to their wages, hours, or conditions of employment.

**ARTICLE 23**  
**BULLETIN BOARDS**

**Section 1**

The Local Union shall be permitted to post notices on appropriate Company bulletin boards regarding Local Union business and social activities, but no notices containing political, religious, racial or contentious matter shall be permitted.

**ARTICLE 24**  
**CONCESSION TELEPHONE SERVICE**

**Section 1**

All regular full time and regular part time employees with one year or more years of accredited service with the Company will receive \$9.00 per month for local telephone service.

- A. Employees with twenty-five (25) years or more of service with the Company as of August 10, 1988 will be provided basic local telephone service only at no charge.

**ARTICLE 25**  
**DISCIPLINARY ACTION**

**Section 1**

Management discharge of an employee still within his six month probationary period shall be subject to grievance or dispute, but shall not be subject to arbitration.

- A. Management discharge of an employee while employed under the provisions of the Cooperative Occupational Training Program shall be subject to grievance or dispute but shall not be subject to arbitration regardless of the employee's credited service at the time of discharge.

## Section 2

Management discharge of a non-probationary employee shall be handled as follows:

- A. If the employee affected has more than six months but less than one (1) year net accredited service at the time of discharge, it is subject to the full grievance procedure, but is arbitrable only as to whether Management acted arbitrarily and discriminatorily.
- B. If the employee affected has one (1) year or more net accredited service at the time of discharge it is subject to the full grievance procedure and is arbitrable as to whether Management acted without just cause.

## Section 3

Management suspension of an employee with more than six months but less than one (1) year net accredited service shall be subject to the full grievance procedure but shall not be arbitrable if the suspension is for four (4) working days or less.

- A. If the suspension is for more than four (4) working days it shall be arbitrable only as to whether Management acted arbitrarily and discriminatorily.

## Section 4

Management suspension of an employee with one (1) year or more net accredited service shall be subject to the full grievance procedure but shall not be arbitrable if the suspension is for four (4) working days or less.

- A. If the suspension is for more than four (4) working days it shall be arbitrable as to whether Management acted without just cause.

# **ARTICLE 26** **GRIEVANCE PROCEDURE**

## Section 1

Disputes related to the interpretation or application of cited terms of this Agreement are grievances and shall be taken up for settlement in the simplest and most direct manner.

- A. Other disputes may be discussed in the grievance procedure, but are not subject to arbitration.

## Section 2

Such disputes raised by an employee, employees, or the Union may be presented to Management on forms provided by the Company. Names, dates, times, events, and other pertinent data necessary for the adequate consideration of the grievance should be stated. Contract provisions allegedly violated should be cited. The nature of the grievance and the remedy sought should be indicated. The form should be signed by the employee, employees, or Union representatives involved. Grievances shall be processed as outlined in Sections 3, 4, and 5 below.

## Section 3 Informal Verbal Issue Resolution Step

The immediate supervisor shall explore and discuss the employee's stated problem with the steward and the employee and shall render a **verbal** decision within three (3) work days.

- A. **It is in the mutual interest of the Company and the Union to have potential grievances settled prior to the need for a formal written grievance. Accordingly, an informal Issue Resolution Meeting will be requested with the immediate supervisor within thirty (30) calendar days after the event giving rise to the grievance. Any resolution reached shall be final and shall not be considered precedent setting.**
- B. The employee and Union steward may appeal to the **first** (1<sup>st</sup>) step of this procedure, provided notice is given to Management within five (5) work days after such **verbal** decision.

## Section 4 – Formal Step One

**In the event said verbal grievance shall not be satisfactorily settled the same shall then be submitted in writing to the second level manager.** The second level manager shall meet promptly with the Union Business Manager or his designated representative, and render a decision within five (5) calendar days thereafter.

- A. The Union Business Manager or his designated Representative may appeal such decision to the **second** step of this procedure, provided notice is given to Management within ten (10) work days after such decision.

## Section 5 – Formal Step Two

If the **second level manager's** decision is appealed to Step Two, the **Labor Relations's Manager and/or designee** shall meet with the Union Business Manager

within eight (8) calendar days following notice of such appeal. The **Labor Relations' Manager and/or designee** shall render a decision within fourteen (14) calendar days following such meeting.

- A. The Union Business Manager may refer to arbitration disputes related to the interpretation or application of the terms of this Agreement, provided such action is taken in full compliance with Article 27, Arbitration.

#### Section 6

Principals of the parties may designate representatives to act for them in Steps **One and Two** of the grievance procedure, provided that action by such designees, shall constitute action by the principals specified and their decisions shall constitute completion of the particular step of the grievance procedure.

#### Section 7

All grievances must be presented within thirty (30) calendar days after alleged occurrence.

- A. No grievance settlement will extend back in time more than thirty (30) calendar days prior to the date upon which the formal grievance was filed.
- B. Management will supply the Union with a written notice of disciplinary action. Applicable time limits run from the date of such notification.

#### Section 8

Back wages related to disciplinary action shall not exceed the amount an employee would otherwise have earned at his regular rate of pay, less any compensation related to employment status he might have received from other sources for the same period, and shall be limited in retroactive effect to a period beginning no earlier than the seven (7) calendar days immediately preceding the filing of the grievance.

#### Section 9

Once an **informal or formal** grievance has been presented by an employee's Union representative, Management shall not thereafter discuss the grievance with the aggrieved employee or employees without the appropriate Union representative being present at the time of discussion.

#### Section 10

The Union or any employee may initiate grievances under this Article.

#### Section 11

Union representatives in the employ of the Company and employees necessary to grievance proceedings shall suffer no loss in regular pay for time necessarily consumed in grievance meetings with Management or in traveling to and from such meetings.

## Section 12

The time limits expressed herein may be extended by mutual consent.

## **ARTICLE 27** **ARBITRATION**

### Section 1

- A. A difference with respect to interpretation or application of cited terms of this Agreement which is not resolved after following the "Grievance Procedure" may be submitted to arbitration only by the Union and only as described in this Article, except that failure to request arbitration as outlined in Section 2 of this Article within thirty (30) calendar days following receipt of Management's final decision will mean forfeiture of rights to appeal, unless the parties mutually agree otherwise.
- B. No dispute shall be arbitrable unless it is directly related to cited terms of this Agreement and unless the provisions of Section 2 of this Article are fully followed in the submission of the dispute.
- C. Not more than one grievance shall be heard by an arbitrator at one time except by mutual agreement in writing between the parties.

### Section 2

Any request for arbitration must be in writing and signed by an appropriate representative. The facilities of the American Arbitration Association will be used and the parties will abide by AAA's rules in the arbitration proceedings.

- A. Matters for arbitration may be submitted by the Union singly or jointly by mutual agreement.
- B. The submission to the American Arbitration Association shall be on forms provided by AAA and shall serve as the basis for arbitration. A dispute as to arbitrability is subject to arbitration under the same procedures as those set forth below for other disputes.
- C. The arbitrator will be selected from the panel submitted by the American Arbitration Association. At a meeting of the parties, the party losing the coin

toss will eliminate one (1) name, the other party will then eliminate one (1) name, and so on until only one (1) name remains. This person shall act as arbitrator.

- D. Respective schedules permitting, hearings will proceed as soon as possible after AAA's appointment of the arbitrator, or otherwise as mutually agreed, except that if the arbitrator is unavailable within a reasonable period of time following selection, an alternate shall be named in the same manner as above. The arbitrator shall render a decision in writing within thirty (30) calendar days following presentation of the case.

### Section 3

The decision of the arbitrator shall be final and binding upon both parties.

### Section 4

Each party shall bear the expenses of presenting its own case. The cost of the arbitrator and of incidental expenses mutually agreed to in advance shall be borne equally by the parties.

### Section 5

The arbitrator shall have jurisdiction and authority only to interpret the provisions of this Agreement, to determine compliance therewith, and to render a decision of award thereupon, but shall not have jurisdiction to add to, subtract from, to modify or to alter any of said provisions. Further, the arbitrator shall be limited in his authority to a review and determination of the specific grievance submitted for arbitration in each individual instance.

### Section 6

The time limits expressed in this Article are intended as maximum periods, but may, by the mutual consent of both parties, be extended.

## **ARTICLE 28** **APPLICATION OF WAGE SCHEDULES**

### Section 1

The wage guides set forth in Appendix 1 indicate the minimum hourly rates of pay for employees covered by this Agreement. An individual's job classification shall determine the wage schedule applying. The months of service at a given rate of pay shall determine when the next higher wage rate shall apply.

## Section 2

While Management has furnished descriptions for certain jobs, such descriptions are intended and accepted only as simple outlines designed to identify major functions generally grouped by skill levels or logical assignments. These are neither intended nor accepted as limitations upon the nature of assignments which might be given employees of various job titles, whether or not such assignments are specifically covered in the description for the same or for a different job title for the employees so assigned. Direction of the work force remains a responsibility of Management and flexibility in the assignment of employees to given tasks is intended and accepted as an implicit part of any and all job descriptions. As new products, equipment, and methods are introduced, Management shall assign the related work to one (1) or more classifications of employees in general keeping with the nature of existing duties and/or skill levels, except that the creation of new job classifications shall be as set forth in the Job Description Appendix to this Agreement.

## Section 3

- A. Notice of all employees hired shall be given to the designated Union representatives within fourteen (14) calendar days. During a period of six months from the date of employment employees are on probation, and Management shall have the sole right of determining whether such employees shall continue in employment with the Company.
- B. New experienced employees may be employed at a rate commensurate with their ability, qualifications and skill. Wage rates paid such employees may be adjusted as deemed necessary by Management commensurate with the ability of the employee to perform in the assigned job classification within a six month probationary period following the date of employment.
- C. New inexperienced employees shall be employed at the starting rate for the job classification to which the employee is assigned.
- D. Determination of the employee's experience and the rate to be paid shall remain solely the right of Management.

## Section 4

When an employee is reclassified to a higher-rated job, he shall be moved to the next higher rate of pay, in cents per hour, on the new schedule.

## Section 5

When an employee is reclassified to a job on the same or a lower rated wage schedule, he shall receive the same wage experience credit held prior to the reclassification.

## Section 6

Deductions from an employee's wages to recover overpayments made in error may be made by the Company. The Company agrees to notify the employee of the recovery and error at the time the deduction is made.

ARTICLE 29  
CONTRACT PERIOD

Section 1

This Agreement shall become effective **September 28, 2003** and shall continue in effect until 11:59 p.m., **March 25, 2006**. Thereafter, unless terminated by action of either party in accordance with its provisions, it shall automatically renew itself for periods of one (1) year each, dating to and from the anniversary of the day upon which it might first have been terminated.

Section 2


This Agreement shall otherwise terminate on the anniversary date next following written notice from either party given to the other at least sixty (60) calendar days prior to said anniversary date that it desires to amend, modify or terminate its provisions, provided such notice shall be served no earlier than **2006**.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be signed by their duly authorized officers and/or representatives this ~~29<sup>th</sup>~~ day of ~~August~~, 2003.

VERIZON NORTH, INC. (NORTH CENTRAL REGION)

Mary J. Darling

Director – Labor Relations

  
Signature

VERIZON NORTH INC. (NORTH CENTRAL REGION)

John DePhillips

Director – Operations

  
Signature

LOCAL UNION 1106, INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO

William O. Ingram

Business Manager-Financial Secretary

  
Signature

Michael Brousseau

President

  
Signature

## **APPENDIX 1**

The term "months" in the following wage schedules refers to wage experience credit and not length of service; the interval spent at each wage rate is determined by the difference between the wage experience credit at the present rate and the wage experience credit at the next higher rate.

### **WAGE SCHEDULE A1**

Customer Engineer – Data Applications

<b><u>Interval</u></b>	<b><u>Effective Date</u> <b><u>9/28/03</u></b></b>	<b><u>Effective Date</u> <b><u>9/26/04</u></b></b>	<b><u>Effective Date</u> <b><u>9/25/05</u></b></b>
0	\$16.64	\$17.31	\$18.00
6 mos.	\$17.30	\$17.99	\$18.71
12 mos.	\$18.28	\$19.01	\$19.78
18 mos.	\$19.44	\$20.22	\$21.02
24 mos.	\$20.76	\$21.59	\$22.45
30 mos.	\$22.30	\$23.19	\$24.12
36 mos.	\$24.14	\$25.10	\$26.11
42 mos.	\$26.34	\$27.40	\$28.49
48 mos.	\$29.70	\$30.89	\$32.13

### **WAGE SCHEDULE A**

Equipment Technician, Customer Zone Technician I, Business Zone Technician

<b><u>Interval</u></b>	<b><u>Effective Date</u> <b><u>9/28/03</u></b></b>	<b><u>Effective Date</u> <b><u>9/26/04</u></b></b>	<b><u>Effective Date</u> <b><u>9/25/05</u></b></b>
0	\$13.67	\$14.21	\$14.78
6 mos.	\$14.68	\$15.27	\$15.88
12 mos.	\$15.78	\$16.41	\$17.06
18 mos.	\$16.95	\$17.63	\$18.34
24 mos.	\$18.22	\$18.95	\$19.71
30 mos.	\$19.57	\$20.36	\$21.17
36 mos.	\$21.04	\$21.88	\$22.76
42 mos.	\$22.61	\$23.51	\$24.45
48 mos.	\$24.29	\$25.27	\$26.28

## **WAGE SCHEDULE B**

Facilityperson, Testperson, Customer Zone Technician II, Vehicle Maintenance Technician, Senior Construction Technician, Building Services Technician

<u>Interval</u>	<u>Effective Date</u> <u>9/28/03</u>	<u>Effective Date</u> <u>9/26/04</u>	<u>Effective Date</u> <u>9/25/05</u>
0	\$12.68	\$13.18	\$13.71
6 mos.	\$13.87	\$14.43	\$15.01
12 mos.	\$14.64	\$15.23	\$15.84
18 mos.	\$15.55	\$16.17	\$16.82
24 mos.	\$16.56	\$17.22	\$17.91
30 mos.	\$17.67	\$18.38	\$19.11
36 mos.	\$18.98	\$19.74	\$20.53
42 mos.	\$20.49	\$21.31	\$22.16
48 mos.	\$22.26	\$23.15	\$24.07

## **WAGE SCHEDULE C**

Construction Technician, Fleet Mechanic, Storekeeper, Truck Driver-Heavy

<u>Interval</u>	<u>Effective Date</u> <u>9/28/03</u>	<u>Effective Date</u> <u>9/26/04</u>	<u>Effective Date</u> <u>9/25/05</u>
0	\$11.96	\$12.44	\$12.94
6 mos.	\$13.10	\$13.63	\$14.17
12 mos.	\$13.89	\$14.45	\$15.03
18 mos.	\$14.74	\$15.33	\$15.94
24 mos.	\$15.62	\$16.25	\$16.90
30 mos.	\$16.70	\$17.37	\$18.07
36 mos.	\$17.94	\$18.66	\$19.40
42 mos.	\$19.16	\$19.92	\$20.72
48 mos.	\$20.99	\$21.83	\$22.70

## **WAGE SCHEDULE D**

Collector Maintainer, Frameperson, Storeroomperson, Public Access Sales Technician

<b><u>Interval</u></b>	<b><u>Effective Date</u> <b>9/28/03</b></b>	<b><u>Effective Date</u> <b>9/26/04</b></b>	<b><u>Effective Date</u> <b>9/25/05</b></b>
0	\$10.84	\$11.27	\$11.72
6 mos.	\$11.86	\$12.33	\$12.82
12 mos.	\$12.51	\$13.01	\$13.53
18 mos.	\$13.19	\$13.71	\$14.26
24 mos.	\$13.98	\$14.54	\$15.12
30 mos.	\$14.89	\$15.49	\$16.11
36 mos.	\$15.95	\$16.59	\$17.26
42 mos.	\$17.13	\$17.81	\$18.53
48 mos.	\$18.46	\$19.20	\$19.97

## **WAGE SCHEDULE E**

Routing Clerk, Switch Provisioning Specialist, Facility Provisioning Specialist

<b><u>Interval</u></b>	<b><u>Effective Date</u> <b>9/28/03</b></b>	<b><u>Effective Date</u> <b>9/26/04</b></b>	<b><u>Effective Date</u> <b>9/25/05</b></b>
0	\$10.42	\$10.84	\$11.27
6 mos.	\$11.34	\$11.79	\$12.26
12 mos.	\$11.88	\$12.35	\$12.85
18 mos.	\$12.50	\$13.00	\$13.52
24 mos.	\$13.21	\$13.74	\$14.29
30 mos.	\$13.96	\$14.52	\$15.10
36 mos.	\$14.86	\$15.46	\$16.07
42 mos.	\$15.89	\$16.53	\$17.19
48 mos.	\$17.02	\$17.71	\$18.41

## WAGE SCHEDULE F

Clerk V, Engineering Aide, Drafter I

<u>Interval</u>	<u>Effective Date</u> <u>9/28/03</u>	<u>Effective Date</u> <u>9/26/04</u>	<u>Effective Date</u> <u>9/25/05</u>
0	\$10.03	\$10.43	\$10.84
6 mos.	\$10.95	\$11.39	\$11.84
12 mos.	\$11.48	\$11.94	\$12.42
18 mos.	\$12.11	\$12.59	\$13.09
24 mos.	\$12.83	\$13.35	\$13.88
30 mos.	\$13.58	\$14.13	\$14.69
36 mos.	\$14.46	\$15.03	\$15.64
42 mos.	\$15.50	\$16.12	\$16.76
48 mos.	\$16.62	\$17.28	\$17.98

## WAGE SCHEDULE G

Clerk IV

<u>Interval</u>	<u>Effective Date</u> <u>9/28/03</u>	<u>Effective Date</u> <u>9/26/04</u>	<u>Effective Date</u> <u>9/25/05</u>
0	\$9.62	\$10.00	\$10.40
6 mos.	\$10.48	\$10.90	\$11.34
12 mos.	\$11.00	\$11.44	\$11.90
18 mos.	\$11.58	\$12.04	\$12.52
24 mos.	\$12.23	\$12.72	\$13.23
30 mos.	\$12.97	\$13.49	\$14.03
36 mos.	\$13.77	\$14.32	\$14.89
42 mos.	\$14.70	\$15.28	\$15.89
48 mos.	\$15.77	\$16.40	\$17.05

## WAGE SCHEDULE I

General Laborer, Clerk III, Dart Center Clerk, Drafter II, Garage Attendant

<u>Interval</u>	<u>Effective Date</u> <u>9/28/03</u>	<u>Effective Date</u> <u>9/26/04</u>	<u>Effective Date</u> <u>9/25/05</u>
0	\$9.05	\$9.41	\$9.79
6 mos.	\$9.82	\$10.21	\$10.62
12 mos.	\$10.33	\$10.74	\$11.17
18 mos.	\$10.88	\$11.31	\$11.77
24 mos.	\$11.45	\$11.91	\$12.38
30 mos.	\$12.08	\$12.57	\$13.07
36 mos.	\$12.86	\$13.38	\$13.91
42 mos.	\$13.67	\$14.21	\$14.78
48 mos.	\$14.65	\$15.24	\$15.85

## WAGE SCHEDULE K

Clerk II, Data Entry Operator

<u>Interval</u>	<u>Effective Date</u> <u>9/28/03</u>	<u>Effective Date</u> <u>9/26/04</u>	<u>Effective Date</u> <u>9/25/05</u>
0	\$8.65	\$9.00	\$9.36
6 mos.	\$9.43	\$9.81	\$10.20
12 mos.	\$9.88	\$10.28	\$10.69
18 mos.	\$10.37	\$10.78	\$11.21
24 mos.	\$10.93	\$11.37	\$11.82
30 mos.	\$11.50	\$11.96	\$12.44
36 mos.	\$12.14	\$12.62	\$13.13
42 mos.	\$12.93	\$13.44	\$13.98
48 mos.	\$13.75	\$14.30	\$14.87

## WAGE SCHEDULE L

Grandfathered Janitor

<u>Interval</u>	<u>Effective Date</u> <u>9/28/03</u>	<u>Effective Date</u> <u>9/26/04</u>	<u>Effective Date</u> <u>9/25/2005</u>
0	\$8.95	\$9.31	\$9.69
6 mos.	\$9.78	\$10.17	\$10.57
12 mos.	\$10.37	\$10.78	\$11.21
18 mos.	\$10.99	\$11.43	\$11.89
24 mos.	\$11.74	\$12.21	\$12.70
30 mos.	\$12.54	\$13.04	\$13.57
36 mos.	\$13.49	\$14.03	\$14.59

## WAGE SCHEDULE N

Janitor

<u>Interval</u>	<u>Effective Date</u> <u>9/28/03</u>	<u>Effective Date</u> <u>9/26/04</u>	<u>Effective Date</u> <u>9/25/05</u>
0	\$6.84	\$7.12	\$7.40
6 mos.	\$7.33	\$7.63	\$7.93
12 mos.	\$7.85	\$8.17	\$8.49
18 mos.	\$8.42	\$8.76	\$9.11
24 mos.	\$9.02	\$9.38	\$9.75
30 mos.	\$9.67	\$10.06	\$10.46
36 mos.	\$10.36	\$10.77	\$11.20

## WAGE SCHEDULE O

Retail Sales Consultant

<u>Interval</u>	<u>Effective Date</u> <u>9/28/03</u>	<u>Effective Date</u> <u>9/26/04</u>	<u>Effective Date</u> <u>9/25/05</u>
0	\$7.96	\$8.27	\$8.61
6 mos.	\$8.44	\$8.78	\$9.13
12 mos.	\$8.95	\$9.31	\$9.69
18 mos.	\$9.51	\$9.89	\$10.28
24 mos.	\$10.09	\$10.49	\$10.91
30 mos.	\$10.70	\$11.13	\$11.57
36 mos.	\$11.36	\$11.81	\$12.28

**APPENDIX 2**  
**CLASSIFICATIONS AND WAGE SCHEDULE GROUPS**

**(SERVICE)**

Classification & Definition	Wage Schedules
<p><b>BUILDING SERVICES TECHNICIAN:</b> Repair, trouble shoot and maintain corporate Verizon Building Assets, to include the following Building Equipment and Systems: perform all assigned maintenance and inspections on HVAC equipment and systems; perform plumbing repairs; perform maintenance and inspections on Fire Alarm Systems; and perform maintenance and be able to monitor/modify system programs and set points on all B.A.S. equipment and Systems using computer interface; perform maintenance on electrical equipment, perform scheduled PM's and inspections; maintain building appearances and perform other duties as assigned.</p>	B
<p><b>BUSINESS ZONE TECHNICIAN:</b> Installs, operates, maintains, modifies and repairs Verizon products and service (simple data, PBX, PABX Switchboards, Key and related equipment), digital/analog carrier systems, private line and special circuits, microwave and related equipment, trunking equipment, fiber optics systems, alarm systems, test equipment, etc. Uses a variety of equipment to identify, isolate and analyze trouble. Operates computer systems and support devices. Modifies Databases (PBX/Key, Video, Data) and interfaces with customers. May be required to perform line and station installation and maintenance work. Performs other duties as assigned.</p>	A
<p><b>COLLECTOR-MAINTAINER:</b> Performs pay telephone collection, repair, installation and routine maintenance work up to Network Interface-Demarc Point (No Network functions required). Responsibilities include testing, maintaining directory racks, responsible for Company funds and keys, and performs other associated work as assigned.</p>	D
<p><b>CONSTRUCTION TECHNICIAN:</b> Constructs, installs, removes, splices and rehabilitates all types of network facilities. Performs work in conjunction with the handling and transport of materials, supplies and equipment. May be required to perform drop reconcentration and rehabilitation, tree trimming and spray work. Operates most types of equipment.</p>	C

**CUSTOMER ENGINEER-DATA APPLICATIONS:**

Configures, installs and maintains Verizon products and services, including but not limited to LAN/WAN equipment (includes bridges, routers, communications servers, network interface connectors/media access units, gateways, Ethernet and token ring based systems, TCP/IP and XNS protocol suites) and performs other related duties.

A1

**CUSTOMER ZONE TECHNICIAN I:**

Installs, operates, maintains and repairs a variety of complex communications equipment, networks and systems. Also responsible for performing various network operations and maintenance functions on switching facilities from operations work centers. Detects, isolates and corrects switching or transmission facility faults. Interfaces with computerized network support systems via technical devices for inputting or retrieving operations and maintenance data. Performs other duties as required.

A

**CUSTOMER ZONE TECHNICIAN II:**

Performs tasks necessary for service order and repair activity associated with sealed/unsealed network facilities (copper and fiber) from central office frames to CPE systems. Provides installation and maintenance of voice, data, and ancillary equipment and network services. Installs, maintains, rearranges, repairs and removes cables, terminals and other associated apparatus in the outside and inside plant network. Performs other duties as required.

B

**DART CENTER CLERK:**

Will perform clerical functions in the service office which could include DOR's, customer call backs, Miss Dig, time reporting verification and customer contact. May be required to perform other related duties as assigned.

I

**EQUIPMENT TECHNICIAN:**

Installs, tests, removes and repairs all types of C.O.E., PBX, PABX, and other substation equipment.

A

**FACILITY PROVISIONING SPECIALIST**

Responsible for the facility and inventory assignments for residential and business services order request including POTS, ISDN, Centranet, special services and CLEC/DLEC activity

E

**FACILITYPERSON:**

Will handle complex assignment problems encountered during the course of work, as well as those referred by Dart Center Clerks in the assignment section. Will prepare cutsheets for large cable jobs, assist in making alternate assignment and relief studies, layout terminal limits,

B

make terminal count changes and maintain necessary records.

**FLEET MECHANIC:**

Maintains all types of automotive equipment including trailers. May be required to do washing, refueling, associated minor building service work and repair of power tools.

C

**FRAMEPERSON:**

Performs all necessary operations at distributing frames. May be required to clean and perform minor maintenance work on central office equipment.

D

**GARAGE ATTENDANT:**

Transporting vehicles to and from the Verizon garage; washing and waxing the fleet; stock parts handling and storage; Verizon garage clean-up; updating MSDS files and updating vehicle records; may be required to assist the garage mechanic or senior garage mechanic and perform other unskilled duties as assigned.

I

**GENERAL LABORER:**

Performs cleanup and preparation work associated with all types of construction projects. Does wire pulling, dismantling and removal of customer premise equipment and wiring. May be required to locate buried cable. May be required to perform other unskilled duties as assigned.

I

**JANITOR:**

Performs work associated with building service and ground maintenance including minor maintenance of buildings, heating plants, ventilation, etc.

N

**PUBLIC ACCESS SALES TECHNICIAN:**

Responsible for actively pursuing new sites for placement of Public Access products and services and presenting and negotiating contractual agreements, as well as maintaining existing products and services. Performs pay telephone collection, repair, installation and routine maintenance work up to Network Interface-Demarc Point (No Network functions required). Responsibilities include testing, maintaining directory racks, responsible for Company funds and keys, and performs other associated work as assigned.

D

**ROUTING CLERK:**

Routes Facility Technicians daily. Verifies each individual's route, prioritizes daily work loads, overrides jobs when necessary to meet

E

commitments. Updates graphics map as required. May be required to perform other related duties as assigned.

**VEHICLE MAINTENANCE TECHNICIAN:**

Maintains all types of automotive equipment including trailers. May be required to do washing, refueling, associated minor building service work and repair of power tools. Holds and maintains ASE Certification as required.

B

**SENIOR CONSTRUCTION TECHNICIAN:**

Performs all types of cable repair, testing and technical analysis including acceptance testing, fiber optic construction and maintenance, transmission/noise isolation, operation of all types of heavy equipment, complex air pressurization problems and sealed plant repair.

B

**STOREKEEPER:**

Storekeeper is responsible for materials and supplies entrusted to him. Maintains stock records, stores, receives, disburses and inventories materials and supplies. May be required to repair and rebuild all types of telephone apparatus, materials, tools and equipment.

C

**STOREROOMPERSON:**

Maintains stock records, stores, receives, disburses and inventories materials and supplies. May be required to repair and rebuild all types of telephone apparatus, materials, tools and equipment.

D

**SWITCH PROVISIONING SPECIALIST:**

Responsible for switch provisioning for residential and business service order requests for POTS, Centranet and special services in the GTD5, 5ESS, DMS100, DMS10, and DCO central offices.

E

**TESTPERSON:**

Operates local repair service and test desk and/or toll test board. May be required to do main frame or other minor central office maintenance work.

B

**TRUCK DRIVER – HEAVY:**

Operates and drives tractor and semi-trailer units. Delivers material, supplies, and equipment between various Company Supply locations and assists in the loading and unloading. Performs other duties as assigned.

C

**APPENDIX 2**  
**CLASSIFICATIONS AND WAGE SCHEDULE GROUPS**

**(CLERICAL)**

<u>Classification &amp; Definition</u>	<u>Wage Schedules</u>
<p><b>CLERK II:</b> Primary duties consist of performing general clerical work and keeping office records and making reports involving some variety and complexity.</p>	K
<p><b>CLERK III:</b> Primary duties consist of performing general clerical work and keeping office records involving a wide variety and complexity.</p>	I
<p><b>CLERK IV:</b> Primary duties consist of performing complex clerical work which involves accounts, records, or other statistical data which would require advance technical knowledge.</p>	G
<p><b>CLERK V:</b> Primary duties consist of performing advanced and complex administrative duties involving resource planning, records, <b>service alerts</b> and/or statistical data. Requires advanced technical knowledge of software/computer programs and may involve the reviewing and resolving of alerts. May be required to perform other related duties as assigned.</p>	F
<p><b>DATA ENTRY OPERATOR:</b> Primary duties consist of preparation and verification of data for processing or operation of key driven data equipment.</p>	K
<p><b>DRAFTER II</b> Primary duty consists of performing drafting or record work relating to changes in telephone plant.</p>	I
<p><b>DRAFTER I</b> Primary duties consist of maintaining the computer graphics data base. Interprets, analyzes, corrects, and inputs technical data. May be required to generate computer graphics products and/or work orders. Performs other related duties as assigned.</p>	F

**RETAIL SALES CONSULTANT:**

Greets customers, demonstrates, sells or rents a variety of products.  
Replaces or repairs defective sets and/or warranty preparation.  
Maintains displays and inventories. Enters customer information,  
equipment and service items on forms or into electronics devices.  
Receives customer payments, performs other related duties as  
assigned.

O

### **APPENDIX 3**

#### **JOB DESCRIPTION**

##### **Section 1**

All personnel may be required to drive a Company vehicle in the performance of their duties.

##### **Section 2**

All personnel will conduct themselves in such a manner as to improve relations with our public. This will be accomplished by maintaining a neat appearance, both personally and with Company vehicles, where applicable, and equipment; and further, in conducting themselves in a courteous and friendly manner when contacting our public.

##### **Section 3**

The Company shall notify the Union at least thirty (30) days prior to the expected establishment of a new job classification within the Bargaining Unit, such notification shall be in writing and include the job title, proposed wage schedule, and general description of the work involved. Upon reasonable notice the parties shall meet and enter into negotiations for the purpose of establishing an appropriate wage schedule. In the event that the parties cannot agree as to the appropriate wage schedule, the Union may submit to arbitration the question of what it shall be. In the interim period, employees affected shall be paid according to the proposed schedule.

##### **Section 4**

To more fully meet the desire of the Company and the Union to furnish full-time employment, the Company may temporarily assign an employee to do work not specifically included in the job description applicable to his job title.

##### **Section 5**

The job descriptions and the foregoing will not serve to limit the Company in its activities concerning its right to use improved methods or equipment and determine work assignments and number of employees needed in any particular time or place, except to the extent limited by Section 3.

## APPENDIX 4

### JOB CLASSIFICATIONS

#### Service

Building Services  
Technician  
Business Zone  
Technician  
Collector Maintainer  
Construction Technician  
Customer Engineer-Data  
Applications  
Customer Zone  
Technician I  
Customer Zone  
Technician II  
Dart Center Clerk  
Equipment Technician  
**Facility Provisioning Specialist**  
Facilityperson  
Fleet Mechanic  
Frameperson  
Garage Attendant  
General Laborer  
Janitor  
Public Access Sales Technician  
Routing Clerk  
Senior Construction  
Technician  
Storekeeper  
Storeroomperson  
**Switch Provisioning Specialist**  
Testperson  
Truck Driver-Heavy  
**Vehicle Maintenance Technician**

#### Clerical

Clerk II  
Clerk III  
Clerk IV  
Clerk V  
Dart Center Clerk  
Data Entry Operator  
Drafter II  
Drafter I  
Retail Sales Consultant

## APPENDIX 5

### GEOGRAPHIC AREAS

#### A ADRIAN AREA

##### SECTOR 1

Addison  
Adrian  
Blissfield  
Britton  
Clinton  
Hudson  
Morenci  
Saline  
Tecumseh  
Tipton

##### SECTOR 2

Dundee  
Erie  
Ida  
Lost Peninsula  
Maybee  
Temperance

##### SECTOR 3

Grass Lake  
Onondaga  
Parma  
Rives Junction

#### B ALMA AREA

##### SECTOR 4

Alma  
Breckenridge  
Hemlock  
Ithaca  
Merrill  
Riverdale  
St. Louis

##### SECTOR 5

Barryton  
Mt Pleasant  
Remus  
Shepherd  
Weidman

##### SECTOR 6

Edmore  
Fenwick  
Howard City  
Lakeview  
McBride  
Sheridan  
Sidney  
Six Lakes  
Stanton  
Stanwood  
Vestaburg

(Alma cont.)

##### SECTOR 7

Carson City  
Fowler-Pewamo  
Grand Ledge  
Hubbardston  
Maple Rapids  
Middleton  
Muir  
Palo  
Pompeii  
St Johns  
Wacousta  
Woodland

##### SECTOR 8

Ashley  
Bancroft  
Bath  
Corunna  
DeWitt  
Durand  
Elsie  
Gaines  
Laingsburg  
Ovid  
Owosso  
Williamston

**C**  
**NORTH-EASTERN AREA**

**SECTOR 9**

Almont  
Brown City  
Capac  
Dryden  
Imlay City  
Metamora  
North Branch

**SECTOR 10**

Avoca  
Emmett  
Goodells  
Jeddo  
Memphis  
Richmond  
Smiths Creek  
Yale

**SECTOR 11**

Columbiaville  
Davison  
Linden  
Otisville  
Rankin  
Swartz Creek

**SECTOR 12**

Cassville  
Cass City  
Clifford  
Deckerville  
Elkton  
Harbor Beach  
Kingston  
Minden City

**SECTOR 13**

Milford  
Ortonville  
White Lake

**D**  
**NORTHERN AREA**

**SECTOR 14**

Alger  
Fairview  
Lupton  
Mio  
Prescott  
Rose City  
Sterling

**SECTOR 15**

Alpena  
Harrisville  
Hillman  
Hubbard Lake  
Lachine  
Lincoln  
Long Lake  
Ossineke

**SECTOR 16**

Atlanta  
Onaway  
Posen  
Rogers City

**SECTOR 17**

Alden  
Bellaire  
Central Lake  
Clam River  
Eastport  
Ellsworth  
Torch River

**SECTOR 18**

Grayling  
Higgins Lake  
Houghton Lake  
Houghton Point  
Prudenville  
Roscommon  
Skyline

(Northern cont.)

**SECTOR 19**

Gaylord  
Lewiston  
Vanderbilt

**E**  
**MUSKEGON**  
**AREA**

**SECTOR 20**

Conklin  
Coopersville  
Fruitport  
Grand Rapids  
Holton  
Muskegon Dalton  
Muskegon East  
Muskegon Heights  
Muskegon Lake  
Muskegon Main  
Muskegon North  
Muskegon Seminole  
Muskegon South  
Muskegon Wolf Lake  
Ravenna  
Twin Lake  
Whitehall

**SECTOR 21**

Hart  
Hesperia  
Ludington  
Pentwater  
Shelby

**F**  
**SOUTHWESTERN**  
**AREA**

**SECTOR 22**

Adamsville  
Baroda  
Bridgman  
Cassopolis  
Dowagiac  
Edwardsburg  
Hartford  
Sawyer  
Sister Lakes  
Union  
Vandalia

**SECTOR 23**

Allegan  
Bangor  
Covert  
Fennville  
Ganges  
Glen  
Gobles  
Grand Junction  
Hamilton  
LaCota  
Pullman  
Saugatuck  
South Haven

**SECTOR 24**

Bronson  
Burlington  
Coldwater  
Coldwater Lake  
Homer  
Quincy  
Reading  
Tekonsha  
Union City

(Southwestern cont.)

**SECTOR 25**

Burr Oak  
Centreville  
Colon  
Constantine  
Corey Lake  
Mendon  
Sturgis  
Three Rivers  
White Pigeon

**SECTOR 26**

Decatur  
Lawrence  
Lawton  
Marcellus  
Mattawan  
Paw Paw  
Schoolcraft

## **APPENDIX 6**

### **MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106**

#### **ADOPTION ASSISTANCE**

- 1. Effective January 1, 2004, Verizon agrees to make available the opportunity for regular full or part time employees of the company who are covered by the collective bargaining agreement to participate in the Adoption Assistance Plan which allows employees to claim reimbursement of expenses up to \$10,000 per adopted child in accordance with existing Plan provisions.**
- 2. The selection of the administrator, the administration of the Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company. No matter concerning the Adoption Assistance Plan or any difference thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement.**
- 3. This Memorandum of Agreement is effective on September 28, 2003 and shall expire on March 25, 2006. The parties specifically agree that the terms and conditions set forth in this Memorandum of agreement shall also terminate on March 25, 2006 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 1106**

**Mary J. Darling  
Director  
Labor Relations**

**William Ingram  
Business Manager  
IBEW Local 1106**

## **ADOPTION ASSISTANCE PLAN**

- **Regular active status full and part-time employees are eligible for this benefit**
- **Available from the first day of active employment**
- **Adopted child must be:**
  - **Under 18 years of age**
  - **Over 18 years of age and physically or mentally incapable of caring for him/herself**
- **Includes adoption of a step child**
- **Reimbursement must be submitted within 90 days of adoption finalization**
- **Only expenses incurred during active service are eligible for reimbursement**
- **Covered expenses:**
  - **Legal fees and court costs**
  - **Temporary childcare expenses prior to placement**
  - **Necessary medical expenses for child being adopted**
  - **Private or public adoption agency fees**
  - **Medical expenses for biological mother**
  - **Adoption-related transportation/travel expenses**
- **Expenses not covered:**
  - **Expenses for the biological parents other than medical expenses related to the birth of child**
  - **Voluntary donations/contributions to the agency**
  - **Guardianship or custody expenses unrelated to adoption**
- **Maximum Expenses**
  - **\$10,000 for each eligible employee (no duplicate of expenses for employees who are both employed by Verizon)**

## APPENDIX 7

### MEMORANDUM OF AGREEMENT

between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106**

#### ALLTEL PENSION CONVERSION

Verizon North Inc. (**North Central Region**) and International Brotherhood of Electrical Workers, Local 1106 agree to modify the Plan for Hourly Employees' Pensions. Such modifications are subject to approvals by the Company's Board of Directors and the United States Department of the Treasury. Therefore, the effective date of January 1, 2001 for the modifications will be contingent upon receipt of all necessary approvals.

For employees whose coverage under the plan was effective November 1, 1993, the Plan will provide for recognition of accredited service for pension eligibility and calculation as outlined below.

Verizon will provide a defined pension plan benefit based upon the greater of:

- (a) an ALLTEL accrued defined pension plan benefit as of the Closing Date of the exchange of properties (without consideration of any ALLTEL profit sharing benefit, if applicable) based upon (i) ALLTEL and future GTE average annual compensation for the five consecutive highest paid years and ALLTEL service plus (ii) a future accrual under the GTE defined benefit pension plan commencing on the Closing Date based upon GTE (and not ALLTEL) average annual compensation for the five consecutive highest paid years and GTE service;

OR

- (b) the accrued benefit under the GTE defined benefit pension plan as if all ALLTEL service was recognized under the GTE plan.

The amount and availability of benefits under the Plan are governed by the provisions of the Plan and are subject to the Internal Revenue Code and related regulations. Any payments received will be determined under the terms of the Plan in effect at the time regular employees separate from service. The operation and administration of the Plan,

eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Plan shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.

This Agreement shall become effective **September 28, 2003**, and shall remain in effect until midnight, **March 25, 2006** and shall automatically continue in full force and effect thereafter until terminated, or amended, in accordance with the following procedure:

If this Agreement is to be terminated, a written notice must be sent by either party to the other not less than sixty (60) days prior to any date thereafter on which such cancellation is to become effective.

This Agreement may be amended or modified by either party giving written notice to the other of such desire to so amend or modify at least sixty (60) days and not more than ninety (90) days prior to the termination date of **March 25, 2006**. The written notice shall contain a full statement as to the amendments or modifications desired.

The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement shall terminate on **March 25, 2006** and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

APPENDIX 8

MEMORANDUM OF AGREEMENT

between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

CDL LICENSING/DOT PHYSICALS AND DRUG TEST

The Company agrees to reimburse those employees in job classifications requiring CDL licenses the difference of costs incurred between renewing an employee's operator license and a Commercial Drivers License (CDL). In addition, the company agrees to reimburse the costs incurred by employees that as a result of State and Federal Law mandates are required to take the DOT Physical and Drug Test.

This agreement is effective on upon ratification and shall expire on **March 25, 2006**. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on **March 25, 2006**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

## **APPENDIX 9**

### **LETTER OF INTENT**

**between**

**VERIZON NORTH INCORPORATED**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106**

#### **CLASSIFICATION TITLES**

Verizon North Incorporated and the International Brotherhood of Electrical Workers, Local 1106 agree to remove specific Classification Titles and their associated descriptions/wage schedules from the body of the Collective Bargaining Agreement. The intent of so doing shall be to retain the negotiated titles/descriptions/wage schedules as noted in the Collective Bargaining Agreement effective November 6, 1994 for future utilization should the need arise to populate these specific classifications in the future. The following classification titles shall be retained:

Access Billing Clerk	Budget Clerk
Clerk I	Customer Billing Representative
Data Processing Clerk	Receptionist
Reproduction Machine Clerk	Sales & Service Representative
Service Repair Clerk	Special Services Representative
Stenographer	Dispatcher
Operator	Traffic Clerk
<b>Assignment Clerk</b>	<b>Engineering Construction Fieldworker</b>
<b>Business Services Facility Technician</b>	<b>Fleet Technician</b>
<b>Business Sales Support Specialist</b>	<b>Paystation Collector</b>
<b>Dispatch Clerk</b>	

This Letter of Intent shall be in effect for the life of the Primary Agreement.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

## APPENDIX 10

### MEMORANDUM OF AGREEMENT

between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106**

#### CUSTOMER ENGINEER-DATA APPLICATIONS

1. Verizon North Inc. (**North Central Region**) and the International Brotherhood of Electrical Workers, Local 1106, agree to the provisions concerning the newly established classification of Customer Engineer-Data Applications set forth in this Memorandum of Agreement.
2. The Customer Engineer-Data Applications classification will be placed in IBEW wage schedule A1.
3. The Company may develop and implement incentive programs which will provide Customer Engineers-Data Applications the opportunity to earn cash, merchandise and/or other awards based on performance in achieving objectives developed and administered solely by the Company. Employees will be responsible for any tax liability that arises out of participation in the incentive program.

The Company will establish the standards of the program and these standards will not be subject to grievance and arbitration. Disputes arising from incentive payments will be subject to grievance and arbitration. It is understood by the parties that there is no guarantee of incentive earnings under this plan.

4. The Customer Engineer-Data Applications may be assigned to a specific customer service order or sales contract. Sales contracts could include customer requirements such as, but not limited to, specific qualifications, security clearances, drug testing and safety considerations. These assignments could also include accommodating customers who stipulate a particular Customer Engineer-Data Applications employee as a condition of their contract with Verizon North. Such accommodations may require call outs, overtime, travel, etc., without advance notice.

5. Customer Engineers-Data Applications shall work where assigned. Hours of work, overtime and premium pay, holidays, travel, per diem payments and all other conditions of employment (i.e., vacations, benefits, etc.) will be in accordance with the provisions of the home Collective Bargaining Agreement. Overtime and work away from reporting location may or may not be offered by seniority.
6. Professional business attire is required for Customer Engineers-Data Applications.

This Memorandum of Agreement is effective upon ratification of the Collective Bargaining Agreement, and shall expire on **March 25, 2006**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall terminate on **March 25, 2006**, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

## APPENDIX 11

### MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106**

#### DENTAL PLAN

1. Verizon North Inc. (**North Central Region**) and the International Brotherhood of Electrical Workers, Local 1106 agree to the provisions of the Dental Plan set forth in this Memorandum of Agreement.
2. **For a summary of details refer to the SPD, Your Dental Benefits. The annual deductible will be \$25.00 per individual for all regular full time and part time employees. Effective January 1, 2004 the annual \$25.00 per individual deductible will be waived when an employee and/or his/her enrolled dependents use a Preferred Dental Provider (PDP).**
3. Coverage under the Plan begins **after** ninety (90) days for full time and part time employees, following date of hire or the date which the employee enrolls, whichever is later.
4. **Maintenance of Benefits (MOB) permitted to the level of benefits provided in the Dental Plan.**

**Effective January 1, 2004:**

- **Orthodontic Care: increase per covered person lifetime maximum from \$1,000 to \$1,500**
  - **TMJ Care: establish new per covered person lifetime maximum of \$500**
  - **Preventive General & Major Services: increase per covered person annual maximum from \$1,000 to \$1,500**
5. The monthly employee contribution shall be in accordance with Article 13 of the Collective Bargaining Agreement.
  6. The Plan will be administered solely in accordance with its provisions, and no matter concerning the Plan or any difference arising thereunder shall be subject

to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the Plan Administrator, the administration of the Plan and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Company.

7. This Memorandum of Agreement is effective on **September 28, 2003** and shall expire on **March 25, 2006**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Dental Plan, shall also terminate on **March 25, 2006** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

APPENDIX 12

MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)  
LOCAL 1106

DOMESTIC PARTNER BENEFITS

1. Verizon North Inc. (North Central Region) and International Brotherhood of Electrical Workers, Local 1106 agree to extend benefits, as set forth below, to employees' domestic partners and children of domestic partners.
2. Employees may elect health and welfare benefits coverage of domestic partners and children of domestic partners, as described below. **Employees who have been (or will be) identified by the Company as employed in a property that is to be divested as part of Verizon's Network Services Repositioning program will be excluded from this offer.**
3. The Company and the Union agree that eligibility of a domestic partner for health and welfare benefits shall be based on the following conditions:
  - A. The employee and the domestic partner are same-sex, adult partners.
  - B. Neither the employee nor the domestic partner is married or a domestic partner of a third party.
  - C. Both the employee and the domestic partner are at least eighteen (18) years of age and are mentally competent to contract.
  - D. The employee and the domestic partner are not related by blood to a degree of closeness that would prohibit legal marriage in their state of residence.
  - E. The employee and the domestic partner live together at the same permanent residence.
  - F. The employee and the domestic partner are jointly responsible for each other's welfare and basic living expenses.

- G. The domestic partner is the employee's sole domestic partner and intends to remain so indefinitely.
  - H. The employee and the domestic partner agree to notify the Company and any other appropriate party of any changes in the above conditions.
4. The Company and the Union agree that eligibility of children of domestic partners for health and welfare benefits shall be based on the following conditions:
- A. An eligible domestic partner is the natural parent, adoptive parent or legal guardian of the child.
  - B. The child is unmarried and either under the age of nineteen (19), or under the age of twenty-five (25), attending an accredited secondary school, college, university or nursing school, and are dependent on the domestic partner for care and support.
5. An employee may elect coverage of a domestic partner and any children of a domestic partner for the following benefits. The amount and availability of benefits are governed by the provisions of the applicable plan and are subject to the Internal Revenue Code and related regulations.
- A. Medical
  - B. Dental
  - C. Health care continuation coverage
  - D. Flexible Reimbursement Plan Healthcare Reimbursement Account (for IRS Tax Dependents)
  - E. Dependent Care Reimbursement Account (for IRS Tax Dependents)
  - F. Retiree Medical (limited to Domestic Partner and children of Domestic Partner who are covered by medical plan at time of employee's retirement)
  - G. Group Universal Life
6. Employees are entitled to Bereavement Leave in the event of the death of a domestic partner, children of the domestic partner and other domestic partner family members as specified in the **relevant collective bargaining agreement**.

7. Employees are entitled to Family and Medical Leave for the care of a seriously-ill domestic partner, or child of a domestic partner, subject to general eligibility requirements.
8. Other benefit programs are also available to domestic partners and/or their children, as applicable. Availability and amount of benefit is governed by the applicable plan or policy.
  - A. Event travel expense (one guest accommodated)
  - B. Financial Counseling
  - C. Survivor Support
  - D. Dependent Scholarships (children of domestic partner only)
  - E. Adoption Assistance (employee must be adoptive parent)
  - F. Company Discounts (recipient is employee)
  - G. Childcare Discounts (recipient is employee)
  - H. Employee Assistance Program
9. In the event that any of the above Domestic Partner Benefits are found to be discriminatory against non-eligible, unmarried employees in any jurisdiction, then these Domestic Partner Benefits will not be available in that jurisdiction.
10. To the extent that the terms of any plan conflict with the provisions of this Memorandum of Agreement, the terms of such plan shall govern. Notwithstanding the foregoing, this Memorandum of Agreement shall constitute part of the plan to which it relates; provided, however, it may be elaborated upon in other plan materials, such as employee bulletins and enrollment materials, by the Company. To the extent that any provision of this Memorandum of Agreement conflicts with any state or local law, the parties agree to discuss the applicability of such state or local law.

**This Memorandum of Agreement is effective on September 28, 2003 and shall expire on March 25, 2006. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on March 25, 2006 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 1106**

**Mary J. Darling  
Director  
Labor Relations**

**William Ingram  
Business Manager  
IBEW Local 1106**

## **APPENDIX 13**

### **MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106**

#### **DRUG AND ALCOHOL POLICY**

Verizon North, Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 1106 agree to the implementation of a Drug and Alcohol Policy. The Company and Union are committed to maintaining a work place that is safe and free from drugs or alcohol and the Company is obligated to comply with the requirements of federal, state and local laws.

The following represents the understanding of the parties concerning the implementation of the Policy.

1. When, in the opinion of a Verizon supervisor, good reason has been established that an employee may have violated any of the restrictions of the Policy, the Company will require that the observations that result in the requirement for drug and/or alcohol screening be documented in writing by the management employee(s) who make(s) the observations. Good reason to pursue reasonable suspicion testing should be based on first-hand, specific, current observations concerning the appearance, behavior, speech or body odors of the employee. It is not the intent of the Policy to require a drug/alcohol screen as a result of a performance problem(s) in and of itself, without the presence of indicators that would cause a "reasonable person" to conclude that the individual could be under the influence of a drug or alcohol. This is to say that a single indicator that could be the result of many different conditions would not be the sole factor that would result in a requirement for a drug/alcohol screening.
2. The Company acknowledges that employees will have the right to Union representation, as provided by the Weingarten decision, during the screening process. The Company has not agreed to representation that is beyond that provided in Weingarten.
3. The Company agrees to delete the portion of the consent form that reads:

**"I hereby release Verizon, its employees, and any such designated institution or person from any liability resulting from the medical procedures outlined above."**

- 4. At the time the specimen is collected, the employee will be provided the opportunity to provide two specimens in separate containers. The second specimen will be properly sealed and maintained so as to be available for re-test at the request of the employee and/or the Union as described below.**
- 5. The Company agrees that the employee who tests positive on both the screen and the confirmation test will have the option to request the additional specimen be released to a certified lab to be re-tested. If there is no second specimen, a portion of the remaining specimen will be made available for re-test. The Company responsibility for the chain of custody ends when the specimen is released at the direction of the second testing lab. The Union or the employee must make this request within ten (10) working days from the date the original test result is provided to the employee. It is understood that the employee and/or the Union are responsible to arrange for the test and all associated additional cost. The results of this re-test will be forwarded to the Company within ten (10) working days from the date the results are available for consideration by the Company. It is also understood that in some small percentage of the cases, it is possible that there may not be enough of the specimen remaining to re-test.**
- 6. It is understood that a decision to discipline as a result of a positive test would depend on all circumstances surrounding the particular situation and would be based on established just cause standards.**
- 7. It is agreed that an employee who tests positive on the first occasion will not be terminated as a result of this first test, unless surrounding the incident that resulted in the requirement for the test there are other performance or behavior problems that warrant discharge.**
- 8. In the case of a positive test result, the employee will be so advised by Company's Medical Review Officer (MRO) on a confidential basis, prior to the reporting of the results so that the employee shall have the right to discuss and explain the results and to advise the MRO of any medication prescribed by the employee's physician that may have affected the results of the test.**
- 9. The Company agrees that the drug screen will be "forensic quality".**
- 10. The Company agrees to provide information to employees concerning the Employee Assistance Program (EAP) and/or the availability of public and**

**private drug treatment counseling, rehabilitation and other drug and alcohol abuse treatment programs.**

- 11. The Company agrees that an employee will not be subject to unannounced testing beyond one year as a result of the post treatment provisions of the policy.**
- 12. It is not the intent of the policy to require drug or alcohol screening after an accident (in which no death occurs) as a result of behavior that can clearly be attributed to the accident alone.**

**This Memorandum of Agreement shall become effective on September 28, 2003 and shall automatically continue in full force and effect.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 1106**

**Mary J. Darling  
Director  
Labor Relations**

**William Ingram  
Business Manager  
IBEW Local 1106**

## APPENDIX 14

### MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

### EDUCATION AND LIFE-LONG LEARNING

Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 1106 agree to **continue joint efforts (including the 100% tuition reimbursement and the 100% prepaid feature)**, which allow employees additional opportunities to learn and enhance their knowledge of the jobs being performed. **On an "as needed" basis as determined jointly by the parties, a joint study team, consisting of management and union officials, will be created to explore opportunities for joint educational programs.** Joint study teams will explore issues such as:

- The level of employee awareness of the **Verizon Communications, Inc. tuition assistance program.**
- The role of education assistance in the attraction and retention of bargaining unit employees.
- The design and coordination of communication vehicles, in conjunction with NACTEL, to encourage employee and prospective employee participation in the AAS degree in Telecommunications, **or other programs developed.**
- The identification of certain non-degreed programs, which enhance or certify job knowledge.

**Any joint study team formed by the parties will report its findings and make recommendations to the Joint Company/Union Steering Committee for review and final determination.**

This Memorandum of Agreement is effective on **September 28, 2003**, and shall expire on **March 25, 2006**. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement shall also terminate on **March 25, 2006**, and shall not survive the expiration of the Memorandum of Agreement unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

APPENDIX 15

MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

FAMILY AND MEDICAL LEAVES OF ABSENCE

1. Verizon North Inc. (**North Central Region**) and the International Brotherhood of Electrical Workers, Local 1106 agree to the provisions concerning Family and Medical Leaves of Absence set forth in this Memorandum of Agreement.
2. The purpose of the leave shall be as follows:
  - (a) for the birth and care of a newborn child of the employee, or the placement of a child with the employee for adoption or foster care.
  - (b) to care for a spouse, biological or adoptive parent, or person who has acted in role as parent with day-to-day responsibility, or child (biological, adopted, foster or stepchild or legal ward or child for whom the employee has day-to-day parental responsibility) who has a "serious health condition".
  - (c) for a serious health condition of the employee which makes the employee unable to perform the functions of the position of such employee. As with any absence for a serious health condition, **the Company may require an employee to provide a "fitness for duty" certification to return to work after such leave.**
3. The total period of this leave will be up to twelve (12) work weeks within a twelve (12) month period. **Any leave of absence provided for in the Collective Bargaining Agreement (CBA) whether paid or without pay, that is qualified under the Family Medical Leave Act, shall run concurrently with the Family and Medical Leave of Absence under the Family and Medical Leave Act of 1993 (FMLA).**
4. Employees who have completed at least twelve (12) months of accredited service at the beginning of the leave and worked at least 1,250 hours during such period may be eligible for leave.

5. The FMLA excludes employees where there are 50 employees or less within 75 miles of the employee's worksite. The Company will attempt to accommodate requests for FMLA leave for employees at remote locations, however, such requests may be denied based on business necessity.
6. Leave may be taken on an intermittent or reduced schedule basis for reasons specified in paragraphs 2.b and 2.c if determined to be "medically necessary" as defined in the Departments of Labor Regulations 29 CFR Part 825. It may not be taken intermittently or on a reduced schedule basis for reasons specified in paragraph 2.a unless approved by the Company.
7. If an employee is granted intermittent or reduced schedule leave, the Company may require such employee to transfer temporarily to an available alternative, equivalent position that better accommodates recurring periods of leave than the employee's regular position.
8. **The Company may elect to replace any employees on leave with temporary employees or contract workers for the duration of the leave without affecting or being affected by any provisions of the collective Bargaining Agreement.**
9. Employees shall be required to present, to the satisfaction of the Company's Human Resources Department, documentation concerning the basis for the requested leave-of-absence
10. Employees shall provide the Company with at least thirty (30) days advance notice of intent to take leave when foreseeable.
11. **In cases where both spouses are employed by the Company, and both spouses are eligible for FMLA leave, they will be permitted to take a total of twelve (12) weeks of FMLA leave during the applicable 12-month period for any one qualifying circumstance. Where the husband and wife both use a portion of the total 12 week FMLA leave entitlement for one qualifying circumstance, the husband and wife would each be entitled to the difference between the amount he or she took individually and 12 weeks for FMLA leave for a different purpose.**
12. While on FMLA leave, eligible employees are entitled to maintain company-paid basic life insurance, medical and dental benefits to the extent provided to active employees.
13. Upon return to work, employees granted FMLA leave shall receive accredited service for the period of the leave. There is no break in service for purposes of vesting, eligibility to participate in pension plans and other types of benefits and

seniority.

14. Subject to Item 15 below, at the end of the approved leave (or each segment of the leave, as applicable), employees shall be guaranteed reinstatement to the same or equivalent job.
15. Reinstatement is subject to any contractual provisions of the Collective Bargaining Agreement which cover adjustments to the workforce that may have occurred during the leave of affected employees.
16. Employees who wish to change their projected return date, may request the change, **in advance**, and the Company will endeavor to accommodate such requests.
17. Employees, while on leave, shall be considered to have terminated employment if they accept employment with another employer, engage in business for profit, and/or apply for unemployment insurance benefits.
18. The provisions of this Memorandum of Agreement are not subject to the grievance or arbitration procedure of the Collective Bargaining Agreement except for the application for reinstatement by employees on leave.
19. All terms herein shall be defined as set forth in the Department of Labor Regulations, 29 CFR 825.
20. The Company has the right to act in accordance with the Family and Medical Leave Act of 1993 and to comply with the regulations provided by the Department of Labor.
21. This Memorandum of Agreement is effective on **September 28, 2003** and shall expire on **March 25, 2006**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on **March 25, 2006** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

APPENDIX 16

MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

FLEXIBLE REIMBURSEMENT PLAN (FRP)

1. Verizon North Inc. agrees to **continue** Flexible Reimbursement Plan (FRP).
2. **Effective January 1, 2004 Eligibility for the Plan begins after ninety (90) days from date of hire or the date which the employee enrolls, whichever is later.**
3. **For a summary of details refer to the Flexible Reimbursement Plan Summary Plan Description (SPD).**
4. The FRP will be administered solely in accordance with its provisions, and no matter concerning the FRP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the FRP Administrator, the administration of the FRP and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration of reimbursement shall be determined by and at the sole discretion of the Company.
5. **This Memorandum of Agreement is effective on September 28, 2003 and shall expire on March 25, 2006. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Flexible Reimbursement Plan, shall also terminate on March 25, 2006 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.**

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling

William Ingram

Director  
Labor Relations

Business Manager  
IBEW Local 1106

APPENDIX 17

MEMORANDUM OF AGREEMENT

between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

FORCE ADJUSTMENT

When it is determined that a reduction in force is necessary, the parties agree to discuss the numbers and locations and to proceed with a plan to effect the reductions. The intent would be to reach agreement on a plan that would meet the needs of the Company and minimize the impact on employees. If the parties are unable to reach an agreement, the reductions will be handled in accordance with Article 19 of the Collective Bargaining Agreement.

This Memorandum of Agreement is effective upon ratification and will remain in effect until **March 25, 2006**.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

## APPENDIX 18

### MEMORANDUM OF AGREEMENT

between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

#### GRIEVANCE MEDIATION

For a trial period, effective upon ratification, the parties agree to consider the use of grievance mediation to settle disputes on a case by case basis. After the filing of a request for arbitration in accordance with Article 27, the parties may agree to use the mediation process. If the parties cannot reach agreement through mediation, the Union may pursue the grievance to arbitration.

This Agreement may be discontinued by either party with thirty (30) days written notice.

#### GRIEVANCE MEDIATION GUIDELINES

The Company and the Union agree to the following guidelines for a Grievance-Mediation process:

1. Upon mutual agreement between the Company and the Union, a grievance may be taken to mediation.
2. The grievant shall have the right to be present at the mediation conference.
3. Each party shall have one principal spokesperson and may have additional witnesses at the mediation conference.
4. Any written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one copy of the written grievance, to be used solely for purposes of statistical analysis.
5. Proceedings before the mediator shall be informal in nature and evidence is not limited to that presented during the grievance proceedings.
6. The mediator will have the authority to meet separately with either party, but will not have the authority to compel the resolution of a grievance.

7. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate advisory decision.
8. The mediator shall state the grounds of the advisory decision.
9. The advisory decision of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.
10. If no settlement is reached at mediation, the union can then proceed with the arbitration process.
11. The decision to arbitrate must be made within thirty (30) days following the mediation conference.
12. If a grievance, which has been mediated, subsequently goes to arbitration, the mediator cannot serve as arbitrator.
13. The mediator shall conduct no more than two (2) mediation conference per day.
14. The Company and the Union will each pay one-half (1/2) of the mediator's fee and expenses.
15. The company will pay one-half (1/2) the wages of the grievant and/or one (1) Steward for time spent participating in the mediation conference.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

APPENDIX 19

MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

GROUP UNIVERSAL LIFE (GUL) INSURANCE

1. Verizon North Inc., (**North Central Region**) agrees to **continue**, without endorsement, the opportunity for employees to enroll in Group Universal Life (GUL) Insurance.
2. **For a summary of details refer to the Life Insurance Summary Plan Description (SPD).**
3. GUL will be administered solely in accordance with its provisions, and no matter concerning GUL or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The administration of GUL and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.
4. This Memorandum of Agreement is **effective on September 28, 2003** and shall expire on **March 25, 2006**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including Group Universal Life Insurance, shall also terminate on **March 25, 2006**, and shall not survive the expiration of this Agreement unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

APPENDIX 20

MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

HOME DISPATCH

Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 1106, agree to continue the Home Dispatch Program which will operate under the following provisions:

1. The Company shall determine the eligible job classifications and work groups. The company may establish eligibility criteria for participation in the Home Dispatch Program. The Home Dispatch Program may be presented on an individual basis or to groups of employees, at the Company's discretion.
2. Participation in the Home Dispatch Program will be voluntary; however, employees who elect to participate will be required to remain in the program for a minimum of ninety (90) days.
3. Under this program, employees will report directly to a work site or sites and will travel on their own time. The scheduled workday will commence at the time designated by management, and the employee's scheduled tour will begin at the designated work site. The employee's first and last assignments should normally be within the exchange(s) that serves as their base location or zone. On occasions when the first or last assignment is outside the home exchange(s), employees will be paid for the reasonable time to travel from their base location to the first job site or return to their base location from the last job site.
4. Employees who participate will be furnished a company vehicle for travel to and from work. These vehicles will be used only for business purposes. Travel to and from home shall not be paid.
5. Employees must live within twenty-five (25) miles of their Headquarters locations to be eligible to participate in the Home Dispatch Program. Should the employee live beyond the twenty-five (25) mile limit, the

**Company may make an exception based on individual circumstances.**

- 6. Employees will not be required to use personal time to maintain company vehicles. However, they shall be responsible to adhere to vehicle maintenance schedules for their assigned Company vehicle in accordance with the Company's preventive maintenance program.**
- 7. Employees will be expected to exercise good judgment in the use, storage and care of the Company vehicle.**
- 8. The contents of this Memorandum of Agreement shall be subject to the Grievance and Arbitration procedures as set forth in Article 26 and Article 27. The company will be responsible for providing all insurance coverage for participating employees and their assigned Company vehicle just as it does for other Company employees and vehicles during normal working hours.**
- 9. Should an employee's base location change after implementation of the Home Dispatch Program, the affected employee(s) will have the option to discontinue participation in the program during the ninety (90) days minimum participation period.**
- 10. This Memorandum of Agreement is effective on September 28, 2003 and shall expire on March 25, 2006. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on March 25, 2006, and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.**

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

APPENDIX 21

MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

HOURLY EMPLOYEE'S PENSIONS

1. **Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 1106, agree to the provisions of the Plan for Hourly Employees' Pensions.**

2. **The following provisions continue to be in place:**

<u>Years of Accredited Service</u>	<u>Annual Minimum Pension</u>
40 or more years	\$11,700
35 but less than 40 years	\$10,300
30 but less than 35 years	\$ 8,900
25 but less than 30 years	\$ 7,500
20 but less than 25 years	\$ 6,100
15 but less than 20 years	\$ 4,700

3. **For employees who retire on or after January 1, 2004 the present Plan for Hourly Employees' Pensions will be modified to effect the following:**

<u>Years of Accredited Service</u>	<u>Annual Minimum Pension</u>
40 or more years	\$12,200
35 but less than 40 years	\$10,700
30 but less than 35 years	\$ 9,300
25 but less than 30 years	\$ 7,800
20 but less than 25 years	\$ 6,300
15 but less than 20 years	\$ 4,900

4. **This agreement shall become effective as of September 28, 2003, and shall remain in effect until midnight, March 25, 2006 and shall automatically continue in full force and effect thereafter until terminated, or amended, in accordance with the following procedure:**

If this Agreement is to be terminated, a written notice must be sent by either party to the other not less than sixty (60) days prior to any date thereafter on which such cancellation is to become effective.

This Agreement may be amended or modified by either party giving written notice to the other of such desire to so amend or modify at least sixty (60) days and not more than ninety (90) days prior to the termination date as set forth above. The written notice shall contain a full statement as to the amendments desired.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

APPENDIX 22

MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

HOURLY SAVINGS PLAN

Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 1106 agree to increase the company matching contribution to the Hourly Savings Plan (HSP). Effective July 1, 2001, the company matching contribution will increase from 50 cents to 66 cents for every \$1 contributed by the employee, up to maximum of six percent of pay.

- **Effective January 4, 2004, the company matching contribution will increase from 66 cents to 75 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.**
- **Effective January 2, 2005, the company matching contribution will increase from 75 cents to 82 cents for every \$1 contributed by the employee, up to a maximum of six percent of pay.**

This **Memorandum of Agreement** is effective on **September 28, 2003** and shall expire on **March 25, 2006**. The parties specifically agree that the terms and conditions set forth in this **Memorandum of Agreement**, shall also terminate on **March 25, 2006**, and shall not survive the expiration of this **Memorandum of Agreement** unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

APPENDIX 23

MEMORANDUM OF AGREEMENT

Between

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

And

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 1106**

**INCOME SECURITY PLAN (ISP)**

1. Verizon North Inc. (**North Central Region**) and International Brotherhood of Electrical Workers, Local 1106 recognize the need for technological change in the business and hereby enter into this Memorandum of Agreement (hereinafter referred to as the Agreement). In order to lessen the economic impact upon regular employees who become surplus due to technological change, the Company and the Union agree to establish the **INCOME SECURITY PLAN** (the Plan). "Technological change" shall be defined as a change in plant or equipment, or a change in a method of operation, diminishing the total number of regular employees required to supply the same services to the Company or its subscribers. "Technological change" shall not include layoffs or force realignments caused by business conditions, variations in subscribers' requirements, or temporary or seasonal interruptions of work.

When technological change brings about any of the following conditions, the Plan shall apply:

- A. A need to layoff and/or force realign employees in any job title:
  - B. Reassignment of regular employees to permanent headquarters fifty (50) miles or more from the employee's permanent headquarters.
2. During the term of this Agreement, if the Company notifies the Union in writing that a technological change has created or will create a surplus in any job title in any work group and/or work location, regular employees meeting the following qualifications shall be eligible for Plan participation:
    - A. Accredited service of one year or more;
    - B. No comparable assignment available within fifty (50) miles of the former permanent headquarters and/or refusal of reassignment to a

new permanent headquarters fifty (50) miles or more from the former permanent headquarters.

However, the Company reserves the right to apply this Plan to any surplus in force, whether or not it is brought about by technological change, that the Company deems appropriate. All elections shall be voluntary and acceptance by the Company will be in order of seniority.

3. The Company reserves the right to determine the job titles and work group(s) and/or work location(s) in which a surplus exists, the number of work groups and/or work locations in which a surplus exists, the number of employees in such titles and locations which are considered to be surplus, and the period during which the employee may, if he or she so elects, leave the service of the Company pursuant to this Plan. In no event shall the number of employee elections accepted under the terms of the Plan exceed the number of employees determined by the Company to be surplus.
4. For those employees who are eligible in accordance with Sections 1 and 2, the Company will provide the following ISP Termination pay benefits:
  - A. ISP Termination Allowance of \$1,100, less withholding taxes, for each completed year of accredited service up to and including thirty (30) years for a maximum of \$33,000 prior to withholding taxes. The ISP Termination Allowance is not prorated for any partial year of service.
  - B. In addition to the ISP Termination Allowance, the Company shall pay an employee who has left the service of the Company with ISP benefits an ISP Expense Allowance not to exceed \$750, less withholding taxes, for each completed year of accredited service for a maximum of \$3,750 prior to withholding taxes. The ISP Expense Allowance is not prorated for any partial year of service.

The combined maximum ISP Termination pay benefit payable as set forth in Paragraphs A and B of this Section 4 shall in no event exceed a total of \$36,750.

The dollar amounts set forth in this Agreement shall be prorated for regular part-time employees based on the average hours worked during the last twenty-six (26) pay periods; i.e., average of thirty (30) hours worked per week would result in termination benefits paid at 75% of those set forth in Paragraphs A and B of this Section 4.

5. Employees eligible for ISP Termination Allowance in accordance with Section 2 will receive a lump sum payment for the entire amount of the ISP Termination Allowance paid in the month following the month in which the employee leaves the service of the Company.

6. Reemployed employees must complete one (1) full year of accredited service with the Company before coming eligible again for termination benefits. **Those employees who have previously received termination benefits of any kind shall be eligible for ISP Termination Pay benefits based on their most recent hire date in lieu of their accredited service date as outlined in paragraphs 4 A and B above.**
7. All benefits payable under the Plan are subject to legally required deductions.
8. Termination benefits shall not be made if the termination is the result of any sale or other disposition by the Company of the exchange or office at which the employee is working or from which the employee is assigned to work, when the employee is continued in the employment of the new management of the exchange or office.
9. An employee's election to leave the service of the Company and receive termination pay benefits must be in writing and transmitted to the Company within fourteen (14) calendar days from the date of the Company's offer in order to be effective, and it may not be revoked after such fourteen (14) calendar day period.
10. This Agreement will be implemented prior to invoking the provisions of Article 19 (Force Adjustment Language) of the Collective Bargaining Agreement, when conditions set forth in Section 1 of this Agreement exist as determined by the Company.
11. Neither the right to effect a technological change, the determination of a surplus condition, eligibility for participation in the Plan, nor any part of this Plan or Agreement shall be subject to the arbitration procedure of the Collective Bargaining Agreement.
12. This Memorandum of Agreement replaces the existing Employee Adjustment Income Plan (EAIP), Employee Adjustment Income Plan – Alternative (EAIP Alternative), Termination Pay Plan (TPP) and Termination Pay Plan – Alternative (TPP Alternative).
13. This Memorandum of Agreement is effective **April 1, 2003** and shall expire on **March 25, 2006**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on **March 25, 2006** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 1106**

**Mary J. Darling  
Director  
Labor Relations**

**William Ingram  
Business Manager  
IBEW Local 1106**

APPENDIX 24

MEMORANDUM OF AGREEMENT

between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

JOB BID SELF NOMINATION PROCESS

Verizon North Inc. (**North Central Region**) and International Brotherhood of Electrical Workers, Local 1106, agree to implement the Hourly Self Nomination Process which will afford employees opportunities to self nominate for a specific position and location. Following are the guidelines agreed to by the parties:

1. Employees will be able to self nominate for job vacancies/positions posted to the Hourly Jobs Board.
2. An alternative avenue may be available for employees to self nominate for positions via IVRU.
3. Job vacancies will be posted on the Hourly Jobs Board for six (6) consecutive business days.
4. A written confirmation of receipt of an employee's self-nomination form will be forwarded to the employee.

This Memorandum of Agreement shall become effective upon ratification and shall expire on **March 25, 2006**. The parties specifically agree that the terms and conditions set forth in this memorandum of Agreement shall terminate on **March 25, 2006**, and shall not survive the expiration of this Memorandum of Agreement unless cancelled by either party with a thirty (30) day written notice.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

APPENDIX 25

MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

LIVING BENEFIT RIDER (LBR)

1. Verizon North Inc. (North Central Region) agrees to **continue** a Living Benefit Rider (LBR) to employees and their spouses who are presently enrolled in Group Universal Life (GUL) Insurance.
2. **The Company and the Union recognize that long term care will continue to be the most likely catastrophic illness risk facing employees. As a result of these concerns and for these reasons, the LBR option to GUL is established to provide protection against the financial ravages of declining health.**
3. The LBR provides a benefit equal to 2% of the face value of the policy (excluding any cash value amounts) per month for a period up to 25 months. In effect, the LBR can pay out a maximum of 50% of the **face** value of the policy (25 months X 2%). The maximum potential benefit is \$10,000 per month with a minimum potential monthly benefit of \$400.
4. Eligibility for the benefit shall be based on the following conditions:
  - A. Employees or spouses must be continuously unable to care for themselves in a minimum of three activities of daily living for at least six months. Activities of daily living are defined as eating, getting around, transferring, toileting, bathing, and dressing.
  - B. Employees or spouses must submit written medical evidence that shows the inability to perform the activities of daily living.
  - C. The condition causing the inability to care for oneself cannot be a condition for which the individual received medical care or treatment during the six months immediately before LBR coverage became effective (pre-existing condition clause).

D. GUL must remain in force.

E. The LBR is paid for a maximum of 25 months and permanently reduces any amount of life insurance proceeds by the total amount of the LBR paid.

5. No matter concerning the Living Benefit Rider or any differences arising thereunder shall be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.

6. This Memorandum of Agreement is effective on **September 28, 2003** and shall expire on **March 25, 2006**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Living Benefit Rider, shall also terminate on **March 25, 2006** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

**APPENDIX 26**

**MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106**

**LONG TERM DISABILITY (LTD)**

In recognition of the impact a prolonged disability can have on income security and as a valuable supplement to the short-term disability benefits currently provided by the Company, Verizon North, Inc. and International Brotherhood of Electrical Workers, Local 1106 agree to establish a Long-Term Disability (hereinafter referred to as LTD) plan subject to the following provisions effective January 1, 2004.

1. Regular full-time employees are eligible to participate in the LTD plan, subject to the following requirements:
  - Completion of ninety (90) days of continuous employment (new hires)
  - Enrollment during the first ninety (90) days of employment (new hires)
  - Enrollment during the initial Company-designated enrollment period (incumbents with ninety (90) days of continuous employment)
  - Enrollment during periods not mentioned and/or when opting up or increasing the LTD benefit level additionally require regular full-time employees to submit evidence of good health at their expense and approval by the Plan Administrator
  - The disability is not caused by participation in an assault, crime or illegal occupation, an intentionally self-inflicted injury, war or act of war
  - The disability does not result from conditions that existed on the date LTD coverage began or does not result in an absence from work because of the pre-existing condition for ninety (90) consecutive days
  - The contributions are continuously paid following enrollment

2. The cost of the LTD plan coverage will be paid by the employee. Contributions for coverage may change from time to time. Should this occur, the Company agrees to notify the Union in writing, within fifteen (15) calendar days prior to the date of modification, specifying the cause for any change in the contribution rate.

3. The LTD plan shall pay monthly benefits as follows:

- Up to 50% of the employee's basic monthly earnings, up to a maximum of \$3,000 per month, or
- Up to 60% of the employee's basic monthly earnings, up to a maximum of \$5,000 per month

Monthly benefits shall be coordinated and reduced by any amount received by Worker's Compensation (or its equivalent), primary and dependent disability or retirement benefits from Social Security, payments under any other State or Federal disability benefits law, GTE pension plan (if applicable), Company-provided salary continuation plan (ISP, layoff allowances) or any other plan which provides income benefits.

A. The employee must apply for primary and dependent (if applicable) Social Security disability benefits.

B. Plan benefits are not payable for any period of disability during which the employee refuses or fails to apply for Social Security disability benefits or to appeal any denied claim for Social Security benefits.

4. Benefits will be paid, provided the Plan is in force, if eligible employees have been continuously and totally disabled, under the care of a physician and absent from work for twenty-six (26) weeks or if the disability has resulted in twenty-six (26) weeks of absence during a period of fifty-two (52) consecutive weeks and the eligible employees have been under the care of a physician.

- Monthly benefits will be paid for twelve (12) months, if the disability prevents eligible employees from performing their regular work or an alternative occupation with similar earning potential
- Monthly benefits will be paid following this twelve (12) month period, if the disability prevents eligible employees from performing any work for which they are otherwise qualified to perform
- If eligible employees become disabled prior to age sixty (60), benefits

will paid up to their 65<sup>th</sup> birthday

- If eligible employees become disabled on or after age sixty (60), benefits will be paid according to the following schedule:

<u>Age of Disability</u>	<u>Benefits Paid to</u> <u>Age</u>
60	65
61	66
62	67
63	68
64	69
65	70
66	70
67	70
68	71
69	72
70	72
71	72.5
72	73.5
73	74.5
74	75.5
75+	For 1 year

- Disabilities as a result of a mental health disorder, alcoholism or drug addiction, will generally result in monthly LTD benefits for no longer than twelve (12) months.
5. During the period LTD benefits are paid, eligible employees will continue to receive life, medical and dental insurance coverage in accordance with the Collective Bargaining Agreement between Verizon North, Incorporated and International Brotherhood of Electrical Workers, Local 1106. Accredited Service will be applied toward eligible employees' pension calculations until the disability benefits end or the eligible employee retires, quits or dies.
  6. The amount and availability of benefits under the LTD Plan are governed by the provisions of the Plan and the insurance contract. Any benefits received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the LTD Plan, selection of the insurance carrier, eligibility for the benefits, cost of coverage, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to the

**grievance or arbitration procedures set forth in the Collective Bargaining Agreement.**

- 7. This Memorandum of Agreement is effective on September 28, 2003 and shall expire on March 25, 2006. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the Long-Term Disability Plan, shall terminate on March 25, 2006 and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 1106**

**Mary J. Darling  
Director  
Labor Relations**

**William Ingram  
Business Manager  
IBEW Local 1106**

APPENDIX 27

MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

LUMP SUM PAYMENT OPTION

1. Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers agree to modify the Plan for Hourly Employees' Pensions (hereinafter referred to as the Plan). Such modifications are conditional upon the approval from the appropriate Board of Directors and a favorable determination from the Internal Revenue Service that the Plan is and continues to be qualified under Section 401(a) of the Internal Revenue Code. Therefore, the effective date of December 1, 1994 for the following modification will be contingent upon the receipt of the necessary approvals.
2. Regular employees who are eligible to receive a single life annuity from the Plan will be provided a lump sum payment option which will be based on the present value of their single life annuity.
3. The amount and availability of benefits under the Plan are governed by the provisions of the Plan and are subject to the Internal Revenue code and related regulations. Any payments received will be determined under the terms of the Plan in effect at the time regular employees separate from service. The operation and administration of the Plan, the calculation of the lump sum benefit, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving the terms, conditions, interpretation, and administration of the Plan shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective Bargaining Agreement.
4. This Memorandum of Agreement is effective upon ratification and shall expire on **March 25, 2006**. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement, relating to the lump sum payment option, shall terminate on **March 25, 2006** and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

APPENDIX 28

MEMORANDUM OF AGREEMENT

between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

MAIL ORDER PRESCRIPTION PLAN (MOPP)

1. Verizon North Inc. (North Central Region) and International Brotherhood of Electrical Workers, Local 1106 agree to extend the provisions of the Mail Order Prescription Plan (MOPP) to regular full-time and part-time employees.
2. A 90-day prescribed supply of medication will be provided at a \$5.00 per generic prescription or \$15.00 per brand name prescription co-payment. This co-payment cannot be reimbursed through the Company Medical Plan and does not apply to deductibles or out-of-pocket maximums. Generic drugs will be provided when available and permissible by law.
3. Employees and dependents currently covered under the Company Medical Plan will be eligible to participate in the Mail Order Prescription Plan. Employees who retire and elect coverage under GTE Retiree Options may participate in this Mail Order Prescription Plan on the same basis as active employees. MOPP is not available to participants in the POS Medical Plan, the Community Blue PPO or Health Maintenance Organizations (HMO's).
4. MOPP will be administered solely in accordance with its provisions, and no matter concerning MOPP or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the MOPP Carrier, the administration of MOPP and all the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation or administration shall be determined by and at the sole discretion of the Company.
5. The Company shall have the right to amend MOPP in any way, including the selection of the MOPP Carrier. However, any amendment diminishing the level of benefits contained in this Memorandum of Agreement or increasing the cost per prescription to the employee/dependent will be limited to those changes applicable to salaried employees.

6. This Memorandum of Agreement is effective upon ratification and shall expire on **March 25, 2006**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Mail Order Prescription Plan, shall also terminate on **March 25, 2006** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

## APPENDIX 29

### MEMORANDUM OF AGREEMENT

between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

#### MILITARY LEAVE AGREEMENT

This Agreement entered into this 22<sup>nd</sup> day of March, 1991, between Verizon North Inc. (North Central Region), hereinafter referred to as the "Company" and International Brotherhood of Electrical Workers, Local 1106, hereinafter referred to as the "Union," contains the practices to be followed when employees as herein specified enter into or return from active military service. These practices and the conditions and terms governing their application are as follows:

#### **ARTICLE 1 MILITARY LEAVE OF ABSENCE**

##### Section 1 – Granting of Military Leaves and Their Duration

A military leave of absence will be granted to regular full-time employees upon their enlistment or call for active duty for a period of thirty (30) days or more in the Armed Forces of the United States. Such leaves will extend from the day the employee reports for military service to the ninety-first (91<sup>st</sup>) day following his release from active military duty or from hospitalization continuing for one (1) year after discharge, or until he returns to active employment, whichever date is earlier. Military leaves will not be extended to include a re-enlistment or a voluntary continuation of active duty.

##### Section 2 – Vacation Pay

An employee who has not taken the vacation which he is entitled to take in the calendar year, or to which he may become entitled during the time he is drawing the difference between his Company pay and his military pay, may take such vacation prior to reporting for military service or may be granted payment in lieu of the vacation.

##### Section 3 – Military Leave Pay

- A. An employee granted a military leave should apply for military leave pay within thirty (30) days after the start of his leave. Payment will not be made without

proper application initiated by the employee.

- B. The Company will pay the difference between the employee's pay and his military pay for the period set forth in the schedule below:

Period for which Company Will Pay Difference		
Military Service		
<u>Months of Continuous Service Upon Entering Armed Forces</u>	<u>18 months or over</u>	<u>1 to 18 months</u>
Beginning 7 <sup>th</sup> mo. Thru 12 <sup>th</sup> mo.	1 mo.	1/3 mo.
Beginning 13 <sup>th</sup> mo. Thru 36 <sup>th</sup> mo.	2 mos.	2/3 mo.
Beginning 37 <sup>th</sup> mo. Thru 60 <sup>th</sup> mo.	3 mos.	1 mo.
Beginning 61 <sup>st</sup> mo. And over	4 mos.	1 1/3 mo.

1. When Reservists and/or former military personnel are called to active duty as a result of emergency situations, the Company will pay the difference between the employee's pay and his military pay for a period of up to one year.

- C. For the purpose of making the military leave payment, "Military Pay" will be considered as basic pay plus any allowances for grade or rank, service, and special qualifications or duty as are in effect and apply to the employee upon his entrance into military service.
- D. For purposes of making the military leave payment, "Normal Company Pay" will be considered as the employee's basic hourly rate in effect on the date the military leave becomes effective.

#### Section 4 – Telephone Service Concession Rates

An employee who is granted a military leave of absence may continue receiving the concession rate on telephone service for his immediate family dependent upon him for support. This concession rate will be granted for a period of one (1) year, or until the employee is reinstated as specified in Article 2, Section 1, whichever date is earlier. Application may be made for an extension of the concession rate after each successive year of military service until the expiration of the leave. Such extensions of concession service will be granted where the original conditions for continuing the concession rate have remained unchanged.

### Section 5 – Group Life Insurance

An employee who is granted a military leave will have his Group Life Insurance continued by the Company for a period of one hundred twenty (120) days. At the end of this period the Group Life Insurance will terminate. However, the insurance may be reinstated upon application when the employee returns to active employment.

### Section 6 – Health/Dental Insurance

Dependent Coverage – Dependent medical and dental coverage will continue for a maximum of 90 days from the date active duty begins.

## **ARTICLE 2** **REINSTATEMENT**

### Section 1 – Reinstatement to Active Employment

An employee will, upon returning from military service, be reinstated in the position he left or to a position of like seniority, status, and pay, provided:

- A. The employee presents a certificate of satisfactory service or an honorable discharge from military service.
- B. The employee is qualified to perform the duties of such a position.
- C. If the employee is not qualified or is incapable of performing such duties, the reinstated employee may be assigned to any other position he is capable of performing which will provide the nearest approximation of the position he left with regard to seniority, status, and pay.

### Section 2 – Service Credit Upon Reinstatement

An employee who receives a military leave of absence and is subsequently reinstated as specified in Article 2, Section 1, shall be given full service credit for the period of military leave.

### Section 3 – Rate of Pay Upon Reinstatement

An employee who is reinstated as specified in Article 2, Section 1, will receive the same rate of pay he would have received had he been continuously employed on his former job with the Company.

#### Section 4 – Pension Credit Upon Reinstatement

For purposes of the pension plan an employee who is reinstated as specified in Article 2, Section 1, will be allowed full service credit for his absence while on military leave.

#### Section 5 – Sickness Benefits Upon Reinstatement

An employee who is reinstated as specified in Article 2, Section 1, will be immediately eligible to receive sickness benefits as set forth in the current Labor-Management Agreement.

#### Section 6 – Vacation Treatment on Reinstatement

An employee who is reinstated as specified in Article 2, Section 1, will be immediately eligible to receive his vacation as set forth in the current Labor-Management Agreement.

### **ARTICLE 3** **DISPOSITION OF DIFFERENCES**

Differences resulting from an alleged violation of the provisions of this Agreement may be processed through the grievance procedure as outlined in the current Labor-Management Agreement.

If no satisfactory settlement is reached in the grievance procedure the difference may be further processed through the arbitration procedure outlined in that Agreement.

### **ARTICLE 4** **DURATION**

This Agreement shall be effective March 12, 1991, and shall continue in effect until terminated by either party giving written notice to the other party within sixty (60) days of the anniversary date of this Agreement. This Agreement supersedes any provisions concerning military leaves of absence which may be contained in other agreements between the parties.

### **ARTICLE 5** **FEDERAL OR STATE LAWS AND REGULATIONS**

Nothing in this Agreement shall be construed to require either of the parties hereto to act contrary to any State or Federal law or regulation, or Presidential executive order. In the event that any such condition arises it is agreed that this Agreement shall be

deemed to be modified in respect to either or both parties to the extent necessary to comply with such law or regulation.

IN WITNESS WHEREOF THE parties hereto have completed this Agreement to be executed by their duly authorized officers the 12<sup>th</sup> of March, 1991.

Concurrence:

J.C. ROTRUCK  
Manager-Labor Relations  
GTE North

Daniel O. Morris  
Business Manager  
I.B.E.W. Local 1106

## APPENDIX 30

### MISCELLANEOUS

#### MEMORANDUMS OF AGREEMENT

##### GENERAL LABORER CLASSIFICATION

Management stipulates that the establishment and implementation of the General Laborer classification will not be the cause of laying off employees in the classifications of Customer Zone Technician II, Senior Construction Technician, or Construction Technician. This Agreement will be in effect for the life of the primary agreement.

##### HEALTH MAINTENANCE ORGANIZATIONS

During the term of this Agreement, all eligible employees will have the option to elect participation in an approved Health Maintenance Organization (HMO) upon availability as determined by the Company and upon the issuance of a formal Company offering. No matters concerning HMO's shall be eligible for processing under the grievance or arbitration provisions or any other provisions of the primary agreement.

##### PART-TIME EMPLOYEES

Management agrees that the ratio of regular part-time employees to regular full time employees, in the service bargaining unit, will not exceed twenty (20) percent within a classification.

##### PAYROLL DISTRIBUTION

It is agreed that **Friday** will be the day of appropriate payroll distribution and the Company will make every effort to insure employees are paid in accordance with this Agreement. It is recognized and agreed that exceptions on an individual basis may occur.

APPENDIX 31

MEMORANDUM OF AGREEMENT

between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

MONITORING

Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 1106 agree that the sole purpose of the monitoring program is to assist in counseling and training to improve customer service excellence. It will not be used for disciplinary purposes except upon joint steward-manager monitoring after notice to the employee, or in the case of extreme or outrageous conduct. Employees may veto steward monitoring.

This Memorandum of Agreement is effective upon ratification and will remain in effect until **March 25, 2006**.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

## **APPENDIX 32**

### **MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106**

#### **NEUTRALITY AND CONSENT ELECTION**

**This agreement between Verizon North Inc. (North Central Region) and International Brotherhood of Electrical Workers, Local 1106 covers all understandings between the parties concerning union organizing; access to employees and code of conduct applicable to union organizing efforts.**

**The Union and the Company recognize that it is in their mutual interest to enhance the success and image of the Company, to acknowledge the Union as a valued partner, and to foster the pride and commitment of the employees. The parties also share the mutual goals of building a world class, high performance enterprise and addressing employment security through business success and employee development. As a means to enhance these goals, the parties will mutually support regulatory and legislative efforts, marketing/sales and service efforts and other business initiatives leading to employment security and Verizon's business success.**

**The parties also recognize that the Union's goal of growing membership is intrinsically linked to the successful growth of the business. In order to maintain this perspective and to avoid unnecessary confrontation, the parties agree that the following principles regarding neutrality and consent election will be applicable to Verizon's former "GTE Network Services Companies" (Incumbent Local Exchange Carriers and Logistics). This shall be the exclusive means by which the Union, their locals, or individuals acting on their behalf, will conduct an effort to organize eligible employees in the covered Verizon's former "GTE Network Services Companies" (Incumbent Local Exchange Carriers and Logistics) as defined by the National Labor Relations Act.**

#### **1. Employee Choice**

**Both the Union and the Company support and agree with the principle that the decision as to whether or not to become represented by a union is one that does not belong to either the Union or to the Company.**

Rather, it is an individual decision that belongs to the employee. With the parties' mutual recognition of this fundamental tenet, the following provisions are intended to establish, encourage and nurture an environment during a union organizing drive that will allow employees to choose whether or not to become represented in a fully informed and uncoerced manner. All negotiations concerning appropriate unit, access, conduct and voting will be performed by Verizon Labor Relations Staff in conjunction with local management and designated Union representatives.

## **2. Neutrality**

The Company and the Union agree that an organizing drive will be met by a neutral position by the Company. This statement is consistent with and reinforces the previously established principle of employee choice. It should follow that an environment intended to foster employee choice would be a neutral environment and that information communicated by either party would be fact based and not misleading, distorted or disparaging. Neutrality means the following:

- (a) Management will not be anti-Union nor will the Union be anti-management.**
- (b) Management will not advocate that employees should not vote for a Union to represent them.**
- (c) The Unions will be afforded reasonable opportunities for access to employees to get their message communicated.**
- (d) Management will respond to employee questions and is obligated to correct inaccurate or misunderstood information by employees.**
- (e) The Union(s) will be referred to by name and will not be characterized as a "third party" or "outsider".**
- (f) Any written information distributed to employees by either party relative to the organizing campaign will be shared with the other. The parties' communications with employees will be shared with the other. The parties' communications with employees will be in accordance with this agreement.**
- (g) Neither party will hire consultants who encourage an adversarial relationship.**
- (h) Neither managers nor Union representatives will be personally**

**attacked.**

- (i) Neither the Union nor the Company will be attacked as institutions.**
- (j) The Company will not conduct meetings for the sole purpose of discussing organizing activities without inviting appropriate Union representatives to attend.**

**Allegations of violations of these provisions will be handled via the dispute resolution process contained in this Agreement.**

### **3. Rules**

**The procedures to be followed are listed below:**

- (a) The Union must show a minimum of 50% + 1 show of interest on signature cards of the appropriate unit.**
- (b) A vote of 50% + 1 of those votes, validated by the Third Party Neutral (TPN), will determine the outcome.**
- (c) If the Union is not successful, another election will not be scheduled for twelve months.**
- (d) The TPN will resolve any issue concerning challenged ballots in similar fashion to the National Labor Relations Board (NLRB) process.**

### **4. Time Bound**

**It is in the interest of both parties that the organizing campaign be conducted expeditiously. The Union is therefore obligated to notify management of its intention to conduct a formal organizing drive before it begins. The date of this notification will "start the clock". The entire campaign, including the consent election, will be concluded in 90 days. It is the intent of the parties that the 90-day time frame will include discussion and agreement on the unit. In the event the parties are unable to agree on the unit, the dispute resolution process set forth below will be utilized and the time period will be extended by the number of days required to reach agreement on the unit, but in no event will the total campaign, including resolution of the scope of the bargaining unit and the consent election process exceed 120 days. If employees vote not to be represented, the Union agrees not to initiate another campaign (nor continue the current campaign) in that same work group for 12 months from the date of the conclusion of the campaign. This would not**

preclude the local Union from having contact with the workers in the group. If employees vote to be represented, collective bargaining over the terms and conditions of employment will commence within 60 days and will be limited to the agreed upon unit.

**5. Informed Decision**

Both parties agree that employees should be fully informed about all aspects of Union representation. The Union will provide fact-based information to employees as it endeavors to convince prospective members of the merits of being represented by a Labor Union. Management's role during this process will include:

- (a) Responding to individual employee inquiries;
- (b) Explaining the organizing process, including obligations and responsibilities; and
- (c) Correcting any inaccuracies, misstatements or misunderstandings disseminated by the Union.

**6. Free from Coercion**

Consistent with the basic tenet of employee choice, the parties want to ensure that employees have expressed their choice from an informed position and are completely free from any coercion by the Company, the Union or any other party or parties. One way to ensure this objective is to have a NLRB conducted election.

In the alternative, the Company and the Union agree to use a process that is called "Consent Election." This process will work as follows:

- (1) As part of the access discussions, the parties agree to use "Consent Election".
- (2) The Unions shall initiate the consent election process by providing to a TPN proof of support by means of show of interest cards from 50% + 1 of the employees in the unit. The TPN will then notify Verizon Labor Relations Staff and request a list of names, job titles and home addresses. The Company will furnish the list within five working days. The Union will also be furnished with the list. The "show of interest" cards will clearly state their purpose and that a secret ballot consent election will be conducted to determine the will of the unit. If the TPN determines that the Union has a sufficient show of interest, he/she will schedule a Consent Election process in accordance

with this agreement.

- (3) The election process will be supervised by a mutually selected TPN, whose role is to ensure the integrity of the process itself, and will be conducted within two weeks of the submission of the Union's show of interest to the TPN. Employees will be asked to express their individual preference in a manner that will ensure that their choice will not be known to either party. The TPN will count the votes and advise the parties of the outcome. Consistent with this agreement, a vote of 50% + 1 of those who vote will control. The parties may have an observer present when the TPN counts the ballots.
- (4) In all cases, the election process shall take place within 14 days of receipt and verification of the Union's show of interest cards by the TPN. In those cases where there is no dispute about the composition of the unit, the election process will be held within seven days. The election may be held at the Company location or at a neutral site as agreed by the parties. The cost of using a neutral site will be split equally by the parties.

If there is a dispute as to composition of the unit, the TPN shall decide the issue within an additional seven days.

## **7. Access Agreement**

As soon as reasonably practicable after a request by the Union for access, Verizon Labor Relations Staff, in conjunction with local management and Union representatives, will meet to discuss the details related to reasonable access to the unit by the Union representatives. The Union will be allowed reasonable opportunities for access to Verizon facilities. It is the intent and commitment of Verizon and IBEW that the access agreed upon will not interfere with the operation and other normal and routine business activities, plans and programs of Verizon generally, and specifically, the selected unit. Access agreed upon will be in non-working areas and during employee non-working times. Agreements as to eventful access, such as access to conference rooms, will be reasonable in length and there will be reasonable periods between requests for eventful access. However, an uneventful access, such as a prearranged meeting with an individual employee, will not be affected.

If Verizon and IBEW are unable to agree on reasonable access, the TPN will be asked to resolve the issue. Successful access agreements utilized at other units will be looked to for guidance as to what works and is reasonable. Verizon and IBEW commit that they will reach such an access agreement in each instance in an expeditious manner.

## **8. Dispute Resolution**

- (a) Questions or disputes arising during the course of an organizing effort within a particular unit of non-represented employees will, in all cases, be addressed first by and between the parties themselves and, in particular, Labor Relations Staff in conjunction with local Verizon management and appropriate IBEW representatives. It is the intent and desire of Verizon and the IBEW that such matters are dealt with by and between the parties themselves, particularly at the local level, without having to resort to the assistance of a third party. It is also agreed, however, that if every good faith and reasonable effort has been made, but the matter unresolved, the process described below will be utilized.**
- (b) The TPN will resolve disputes in the manner set forth in this agreement. Either Verizon or IBEW can refer a question or dispute, unresolved after good faith efforts have been made to resolve the dispute locally, to the chosen TPN by providing three working days' written notice to both the other party and the TPN. The notice will provide concise statement of the question or dispute to be addressed and a statement that the parties have attempted in good faith but have been unable to resolve the matter by and between them.**
- (c) If the question or dispute involves a matter related to access (i.e., the nature, event, time, location, individuals involved, etc.) the TPN will fully investigate all relevant facts surrounding the question or dispute. The TPN will then call the parties together and attempt to facilitate resolution of or otherwise mediate the matter.**

**If, after a good faith attempt at facilitated resolution or mediation, the access question or dispute is still not resolved, the TPN will attempt to render an immediate decision, which includes a method or alternative methods of resolving the perceived problem. However, in no event will the TPN take longer than five days thereafter to render a decision. The decision of the TPN will be final and binding and the parties agree to abide by his/her decision. This process, from the time the TPN is contacted to the time his or her opinion is issued, will not take more than 15 days unless the parties agree otherwise.**
- (d) If the dispute involves the appropriateness of the bargaining unit the Union seeks to organize and the parties are unable to agree,**

after negotiating in good faith for a reasonable time, upon the description of an appropriate unit for bargaining, the issue of the description of such unit shall be submitted to TPN and a hearing shall be conducted consistent with the rules of the American Arbitration Association. The TPN shall be confined solely to the determination of the appropriate unit for bargaining and shall be guided in such deliberations by the statutory requirements of the National Labor Relations Act and the decisions of the NLRB and Appellate reviews of such Board decisions.

- (e) Regardless of the type of question or dispute that is submitted to the TPN, the parties will each be given a full opportunity to present their positions and supporting factual information prior to the issuance of any opinion. No written briefs will be submitted. There shall be no ex parte contact with the TPN without the concurrence of all parties. Verizon and IBEW believe that matters pertaining to these values are best handled by and between the parties themselves and resort to a TPN should be necessary in only a limited number of cases.

Verizon and IBEW agree that the parties may distribute a decision of the TPN to employees in the selected unit but not outside to the public such as the press.

- (f) The parties agree that the process set forth herein shall be the exclusive means for resolving disputes covered by this dispute resolution process, and neither party will utilize any other forum (e.g. NLRB, federal court, etc.) to address issues subject to resolution pursuant to this process.
- (g) All expenses, resulting from the use of the TPN process, shall be split equally by Verizon and IBEW.

## **9. Acquisitions and Ventures**

The parties recognize the rapidly changing nature and structure of the communications industry. Verizon may acquire (or be acquired by) another entity. It has and may in the future form joint ventures or strategic alliances, may license its brand or technology, or may be a financial investor in other entities. The employees in those entities may be non-represented, represented in whole or in the part of the Union, or represented in whole or in part by some other labor organization. It is not possible to structure a single rule which will apply to all such circumstances and the Company cannot compel other entities to abide by this agreement.

10. This Memorandum of Agreement is effective on September 28, 2003 and shall expire on March 25, 2006. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement shall also terminate on March 25, 2006 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 1106**

**Mary J. Darling  
Director  
Labor Relations**

**William Ingram  
Business Manager  
IBEW Local 1106**

APPENDIX 33

MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

PART-TIME

The parties hereto agree to the following:

1. If the ratio of regular part time employees to regular full time employees exceeds 20% of the clerical or traffic bargaining units for a period of 30 days, it shall become a matter for discussion between the Company and Union.
2. Except for the months of May through October, regular part time employees in the Service Bargaining Unit whose work is normally performed out-of-doors will not be assigned a normal work week of 40 hours unless business reasons require it, i.e., illness, vacation, unusually high service requirements, and/or training needs. Employees affected by this agreement shall be covered by Company paid hospitalization on the same terms as full-time employees.
3. Regular part time employees will be included and counted in the force group where they are employed for the purpose of establishing the 10% minimum for vacation selection.
4. Vacation hours and paid non-worked hours on holidays for regular part time employees will be accumulated for the purposes of determining accredited service and seniority.

This agreement will become effective upon ratification and expire **March 25, 2006**.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

ARTICLE 34

MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL  
1106

**PENSION PLAN SURVIVOR BENEFITS**

1. Verizon North, Inc. (North Central Region) and International Brotherhood of Electrical Workers, Local 1106 agree to modify the Plan for Hourly Employees' Pensions.
2. Effective January 1, 2003, the existing pre-retirement survivor pension benefit provisions of the Pension Plan shall be amended to provide a pre-retirement survivor pension benefit for an employee who dies, either during active service or prior to commencing a pension benefit, at a time when he or she is unmarried and has accrued at least five years of vesting service.
3. **Effective January 1, 2004, an unmarried employee may, at any time prior to commencing a pension benefit or dying, designate any living person as the designated beneficiary for the pre-retirement survivor pension benefit. The employee may likewise revise the beneficiary designation at any one or more times prior to commencing a pension benefit or dying. A valid beneficiary designation must be on file for the pre-retirement survivor benefit to be paid.**
4. Effective January 1, 2003 for married employees, the spouse will automatically be considered the beneficiary. However, subject to the requirements regarding non-spouse beneficiaries and with spousal consent, a married employee may name a beneficiary other than the spouse. A single individual must be named as beneficiary; an estate or trust may not be named, nor may multiple individuals.
5. Effective January 1, 2003, subject to the small benefits provision contained in the Plan, the survivor will have the option of choosing between a 50% survivor annuity or the lump sum equivalent in the event of the death of the employee.
6. **Effective January 1, 2004, subject to the provisions of the Plan regarding**

when the benefit is payable, the pre-retirement survivor pension may be distributed as a 65% survivor annuity, or the lump sum equivalent, based upon the beneficiary's election. However, if the beneficiary is not the participant's spouse and is more than 25 years younger than the participant, the survivor benefit will be the 50% survivor annuity or the lump sum equivalent.

7. Effective January 1, 2003 if vested employee terminates employment on or after the effective date, the named survivor will be eligible for the survivor pension payable on the date the employee would have reached the age 65. An actuarially reduced benefit may be payable before age 65 if the vested employee would have been eligible for an earlier commencement.
8. **Effective January 1, 2004, in addition, the Pension Plan shall be amended to allow an employee, at the time of commencing a pension benefit, to designate any living person as the beneficiary for any of the forms of joint and survivor annuity offered under the Pension Plan or any of the term-certain forms of benefit. In the case of an employee who is married at the time of commencing a pension, the employee may not designate any beneficiary other than the spouse without complying with the spousal consent rules of the Plan.**
9. This Memorandum of Agreement is effective on **September 28, 2003** and shall expire on **March 25, 2006**. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on **March 25, 2006** and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

APPENDIX 35

MEMORANDUM OF AGREEMENT

between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)  
LOCAL 1106

PERSONAL LINES OF INSURANCE

1. Effective July 1, 2001, Verizon agrees to make available, without endorsement, the opportunity for regular full time or part-time hourly employees of the Company who are covered by the Collective Bargaining Agreement to purchase automobile, home and other personal property and casualty insurance through payroll deduction.
2. Personal Lines of Insurance will be administered solely in accordance with its provisions, and no matter concerning Personal Lines of Insurance or any difference arising thereunder shall be subject to the grievance or arbitration procedure of the Collective Bargaining Agreement. The administration of Personal Lines of Insurance and all the terms and conditions relation thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall be determined by and at the sole discretion of the Insurance Carrier.
3. The Company reserves the right at any time, and from time to time, to modify or amend in whole or part, any and all provisions of the agreement with the Insurance Carrier, to change Insurance Carriers, or to terminate the agreement with the Insurance Carrier.
4. This Memorandum of Agreement is effective **September 28, 2003** and shall expire on **March 25, 2006**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including Personal Lines of Insurance, shall also terminate on **March 25, 2006** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

APPENDIX 36

MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

POINT OF SERVICE MEDICAL PLAN (POS)

1. Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local Union 1106 agree to continue the Point of Service Medical Plan (the Plan) set forth in this Memorandum of Agreement.
2. For a summary of details, refer to the attachment entitled Point of Service Medical Plan.
3. Some of the major provisions include:
  - A. Where feasible, a network of managed care providers will be established to provide benefits as outlined in "In-Network POS".
  - B. Employees who reside in a POS Network Area and opt to use non-network providers will receive benefits as outlined in POS Out-of-Network benefits.
  - C. Employees who reside outside any and all POS Network Areas will receive benefits as outlined in Out-of-Area Community Blue PPO benefits. Employees who reside outside of any POS or Community Blue PPO Network Area will receive the benefits of the Verizon Comprehensive Medical Plan.
  - D. Where deductibles are applicable, they must be satisfied in full prior to the defined benefit being applied.
  - E. In instances where there are two group coverages, Maintenance of Benefits will be permitted to the level of benefits provided in the Point of Service Medical Plan.

- F. Coverage under the Plan begins ninety days (90) for full time and part time employees, following date of hire or the date which the employee enrolls, whichever is later.
  - G. **Effective January 1, 2004, employees who elect not to enroll themselves or their eligible dependents in a company-sponsored medical plan or HMO will be eligible for an annual "opt out" credit of five hundred dollars (\$500). This credit will be given to the employee over 26 pay periods on his/her bi-weekly paycheck. In order to be eligible for this credit, the employee may be required to provide satisfactory evidence of medical coverage upon request.**
  - H. **Effective January 1, 2004, a hearing aid benefit will be available to all employees enrolled in any Verizon Sponsored Medical Plan. This benefit will provide coverage for expenses for a hearing examination by a licensed audiologist or physician, the hearing aid device, molds, repairs, hearing aid check, and batteries. The maximum reimbursement under this benefit is \$1,000 per covered individual every 24 months. The benefit is not subject to deductible, co-pays or R&C and there are no separate maximums for any in or out of network expenses. Hearing aids are covered for all hearing impairments that are a result of birth defect, illness, accident and/or injury, and progressive loss of hearing. Replacement and repair of hearing aids are covered unless due to misuse or loss.**
  - I. **Effective January 1, 2004, eligible surviving spouses, dependents and registered domestic partners (RDP) of an active employee who participate in a Company sponsored Medical Plan, shall be provided with medical coverage at no charge for twenty-four (24) months following the death of an employee.**
- 4. The Point of Service Medical Plan will be administered solely in accordance with its provisions, and no matter concerning the Point of Service Medical Plan or any difference arising thereunder shall be subject to the Grievance-Arbitration Procedure of the Collective Bargaining Agreement. The selection of the Health Care Plan Administrator, the administration of the Point of Service Medical Plan and all terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration or benefits payable shall be determined by and at the sole discretion of the Company.
  - 5. The level of benefits for the welfare of the employees of the Company who are covered by the terms of this Agreement including the GTE Point of Service Medical and Dental Plan shall not be reduced during the period of this Agreement.
  - 6. This Memorandum of Agreement is effective **September 28, 2003** and shall

expire **March 25, 2006**. The parties specifically agree that the terms and conditions set forth in the Memorandum of Agreement, including the Point of Service Medical Plan, shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

Point of Service – Health Care Provider is Bluecard PPO MI			Out of Area
Benefits	In Network	Out of Network	Comprehensive Medical
<b>Preventative Svcs:</b> Office visits & outpatient Consultations	\$15 co-pay	70% after deductible + \$15 co-pay	See Attached Highlights
Routine Physical Exams	\$15 co-pay	Not covered	
Well Baby Care	100% coverage	Not covered	
Immunizations	100% coverage	Not covered	
Routine PAP Smear	100% coverage; 1 every 12 mos	70% after deductible; 1 every 12 mos.	
Flex. Sigmoidoscopy	100% coverage; 1 per year	Not covered	
Prostate-specific - Antigen Test	100% 1 per year	70% after ded.; 1 per year	
Proctoscopic Exam	\$15 co-pay; 1 every 3 years after age 40	70% after ded; 1 every 3 years after age 40	See Attached Highlights
Mammography Scrng.	100% coverage; 1 for ages 35 – 40 annually after age 40	70% after ded.; 1 for ages 35-40; annually after 40	See Attached Highlights

Point of Service – Health Care Provider is Bluecard PPO MI			Out of Area
Benefits	In Network	Out of Network	Comprehensive Medical
<b>Emergency Services</b> Emergency Rm.-apprvd Diagnosis	\$25 co-pay	\$25 co-pay	See Attached Highlights
Physician's Office	\$15 co-pay	70% after ded. Plus \$15 copay	
Urgent Care Center	\$15 co-pay	70% after ded. Plus \$15 copay	
<b>Maternity Care</b> Pre & Post Natal Visits	\$15 copay; initial visit only, then 100% coverage	70% after deductible	See Attached Highlights
Delivery, Nursery	100% coverage	70% after deductible	
<b>Medical &amp; Surgical Svcs.</b> Inpatient Medical Visits and Consultations Surgery, Anesthesia, Technical Surgical Assistance, Laboratory, Pathology, X-rays, Radiology, EKG's, Radiation, Chemotherapy	100% coverage	70% after deductible; requires predetermination	See Attached Highlights
<b>Mental Health and Substance Abuse Treatment</b> <b>Inpatient Mental Health &amp; Substance Abuse</b>	100% coverage; 45 days per calendar yr; day limits combined.	70% after deductible; 45 days per calendar yr; day limits combined .	See Attached Highlights
<b>Outpatient Mental Health Care</b>	100% coverage	70% after deductible	
<b>Outpatient Substance Abuse Care</b> (up to state mandated dollar amt. which is adjusted annually)	100% coverage	70% after deductible.	

Point of Service – Health Care Provider is Bluecard PPO MI			Out of Area
Benefits	In Network	Out of Network	Comprehensive Medical
<b>Hospital Services and Programs</b> Inpatient Hosp. Admission  Home Health Care  Skilled Nursing Care  Hospice Care  <b>Human Organ Transplants</b> Specified Human Organs: Liver – Heart – Lung – Heart-Lung – Pancreas & Bone Marrow Transplant (Must meet program guidelines)	100% coverage  100% coverage  100% coverage up to 120 days/calendar year  100% coverage up to Lifetime dollar maximum which is adjusted annually by the state  100% coverage	70% after deductible; requires predetermination  70% after deductible  70% after deductible up to 120 days/calendar year  70% after deductible up to Lifetime dollar maximum which is adjusted annually by the state  Covered in Network only.	See Attached Highlights           See Attached Highlights
<b>Additional Services</b> Allergy Testing & Therapy Chiropractic Spinal Manipulations, Physical Therapy, Speech, Occupational Therapy  Ambulance Services  Prosthetic & Orthotic appliances  Durable Medical Equip.  Private Duty Nursing	\$15 co-pay \$15 co-pay, 20 visit max/yr. \$15 copay; 60 visit max/ condition  No charge  100% coverage  100% coverage  100% coverage	70% after ded. + \$15 co-pay 70% after ded. + \$15 co-pay 20 visit max/cal yr. 70% after deductible, 60 visit max/condition  70% after deductible  70% after deductible  70% after deductible  Not covered	See Attached Highlights           

Point of Service – Health Care Provider is Bluecard PPO MI			Out of Area
Benefits	In Network	Out of Network	Comprehensive Medical
Deductibles Per Calendar Year	None	\$100/person \$200/family	See Attached Highlights
Co-Pays	\$15 fixed office visit co-pays; \$25 fixed ER copay	30% on all covered services, plus any noted fixed co-pay	See Attached Highlights
Out-of-pocket maximums	Not applicable	\$2000/person \$4000/family excluded ded., fixed co-pays & co-pays for mental health care and substance abuse	See Attached Highlights
Benefit Dollar Maximums	None except as noted above. Does not belong in this category	\$1 million/member lifetime and individual maximums as noted herein <b>Effective January 1, 2004 the lifetime maximums will increase to \$2 million/member</b>	See Attached Highlights
Prescription Drugs	Benefits: Federal and State Controlled Prescription Drugs Needles and Syringes		See PIC and MOPP MOA's
Local Pharmacy	Preferred RX pharmacies in Michigan; PAID Prescription, Inc. outside Michigan: \$15 co-pay	75% of the BCBSM/approved amount less \$15 co-pay	See Attached Highlights
Mail Order Pharmacy	\$15 copay for 90 day supply through Medco Home Delivery	\$15 copay for 90 day supply through Medco Home Delivery	

Point of Service – Health Care Provider is Bluecard PPO MI			Out of Area
Benefits	In Network	Out of Network	Comprehensive Medical
Vision Care Program Eye Exam	\$5 co-pay; 1 every 24 months	75% of BCBSMI approved amount plus \$5 copay and difference between approved amount and provider charge	Not covered
Regular Lenses Frames	\$7.50 co-pay	Lenses, Frames, Contacts - covered up to predetermined amount; 1 every 24 months	
Contact Lenses - Therapeutic	\$7.50 co-pay		
Contact Lenses (Cosmetic)	\$7.50 co-pay		
	Difference between provider charge & \$35 benefit maximum		

**COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS**  
**In Area and Out of Area Plans**  
**(for Participants who reside outside the Bluechoice POS and Community Blue**  
**Service Areas**

Benefits	• PPO Available and Used • PPO Not Available		• PPO Available and Not Used	
<b><u>General</u></b>				
Lifetime Maximum (No Automatic Restoration)	\$1,000,000 Effective January 1, 2004 maximum increases to \$2,000,000)		\$1,000,000 Effective January 1, 2004 maximum increases to \$2,000,000)	
Calendar Year Deductible (No carry over)	Employee Only	\$150	Employee Only	\$150
	Employee + 1	\$300	Employee + 1	\$300
	Employee + 2 or more	\$450	Employee + 2 or more	\$450
Out of Pocket Maximums	Employee Only	\$1,500	Employee Only	\$1,500
	Employee + 1	\$3,000	Employee + 1	\$3,000
	Employee + 2 or more	\$4,500	Employee + 2 or more	\$4,500
Coordination of Benefits	Non-duplication of benefits. Cross coordination applies. Birthday rule applies.		Non-duplication of benefits. Cross coordination applies. Birthday rule applies.	
Pre-existing Conditions	None		None	
<b><u>Hospital Services</u></b>				
Room and Board (Subject to Care Coordination)	80% of negotiated rate after deductible satisfied.  • Semi Private Room • Intensive & Cardiac Care Units		70% of R&C after deductible satisfied.  • Semi Private Room • Intensive & Cardiac Care Units	
Emergency Outpatient for Accidents	80% of negotiated rate after deductible satisfied.		80% of R&C after deductible satisfied.	

**COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS**  
**In Area and Out of Area Plans**  
**(for Participants who reside outside the Bluechoice POS and Community Blue Service Areas)**

Benefits	<ul style="list-style-type: none"> <li>• PPO Available and Used</li> <li>• PPO Not Available</li> </ul>	<ul style="list-style-type: none"> <li>• PPO Available and Not Used</li> </ul>
Preadmission Tests	100% of negotiated rate after deductible satisfied. (Outpatient tests and x-rays for a proposed surgery as long as the resulting hospital admission is scheduled within 7 days of the tests and x-rays are performed at the facility in which the surgery is to take place.)	100% of R&C after deductible satisfied. (Outpatient tests and x-rays for a proposed surgery as long as the resulting hospital admission is scheduled within 7 days of the tests and x-rays are performed at the facility in which the surgery is to take place.)
Inpatient Services and Supplies	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
<b><u>Professional Services</u></b>		
Doctor's Surgical Charges	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Outpatient Surgery	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Doctor's Office Visits	\$15 per office visit	80% of R&C after deductible satisfied.
Doctor's Home Visits	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Allergy Shots	\$5 copay for injection only if not billed for any other office visit services	80% of R&C after deductible satisfied.
Maternity	\$15 office visit copay, first visit only. Covered the same as any other illness or injury.	80% of R&C after deductible satisfied.

**COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS**  
**In Area and Out of Area Plans**  
**(for Participants who reside outside the Bluechoice POS and Community Blue Service Areas)**

Benefits	<ul style="list-style-type: none"> <li>• PPO Available and Used</li> <li>• PPO Not Available</li> </ul>	<ul style="list-style-type: none"> <li>• PPO Available and Not Used</li> </ul>
High Risk Maternity (If Care Coordination recommends special care because pregnancy is considered high risk)	Physician and hospital charges are paid at 100% of negotiated rate, no deductible.	80% of R&C for physicians, 70% of R&C for hospital charges after deductible satisfied.
Nurse/Midwife	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Birthing Center	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Artificial Insemination & In Vitro Fertilization (Subject to Care Coordination)	Limited to 50% of negotiated rate to a maximum of \$15,000 per lifetime. (\$15,000 applies to overall lifetime maximum.)	Limited to 50% of R&C to a maximum of \$15,000 per lifetime. (\$15,000 applies to overall lifetime maximum.)
<u><b>Other Services</b></u> Acupuncture	80% of negotiated rate after deductible satisfied. (Limited to 20 visits per year. Additional services are covered if approved by Care Coordination. Cover MD, DO, DC or Acupuncturist licensed by the state or certified by the National Commission of Acupuncturists.	80% of R&C after deductible satisfied. (Limited to 20 visits per year. Additional services are covered if approved by Care Coordination. Cover MD, DO, DC or Acupuncturist licensed by the state or certified by the National Commission of Acupuncturists.
Chiropractor Services	\$15 office visit copay	80% of R&C after deductible satisfied.

**COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS**  
**In Area and Out of Area Plans**  
**(for Participants who reside outside the Bluechoice POS and Community Blue Service Areas)**

Benefits	<ul style="list-style-type: none"> <li>• PPO Available and Used</li> <li>• PPO Not Available</li> </ul>	<ul style="list-style-type: none"> <li>• PPO Available and Not Used</li> </ul>
	(12 visits per year threshold. Additional services may be covered if approved by Care Coordination.)	(12 visits per year threshold. Additional services may be covered if approved by Care Coordination.)
Diagnostic X-ray & Lab Tests	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Physical & Occupational Therapy	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Radiation Therapy	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Speech Therapy	80% of negotiated rate after deductible satisfied. Expanded speech therapy benefit for children under age 3. (20 visit limit per calendar year.)	80% of R&C after deductible satisfied. Expanded speech therapy benefit for children under age 3 (20 visit limit per calendar year.)
Transplants (Subject to Care Coordination)	Voluntary - when a designated transplant facility is used, benefits are payable at 100%, no deductible or copay.	Voluntary - when a designated transplant facility is used, benefits are payable at 100%, no deductible or copay.
	When a designated facility is not used, benefits are payable the same as any other illness.	When a designated facility is not used, benefits are payable the same as any other illness.
	<ul style="list-style-type: none"> <li>• Travel &amp; Lodging lifetime maximum of \$10,000.</li> </ul>	<ul style="list-style-type: none"> <li>• Travel &amp; Lodging lifetime maximum of \$10,000.</li> </ul>

**COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS**  
**In Area and Out of Area Plans**  
**(for Participants who reside outside the Bluechoice POS and Community Blue Service Areas)**

Benefits	<ul style="list-style-type: none"> <li>• PPO Available and Used</li> <li>• PPO Not Available</li> </ul>	<ul style="list-style-type: none"> <li>• PPO Available and Not Used</li> </ul>
	<ul style="list-style-type: none"> <li>• Lodging &amp; Meal Allowance of \$50 individual / \$100 family per day.</li> <li>Organ Search &amp; Procurement - when a designated facility is not used, benefits are payable up to the medical plan maximum except bone marrow is limited to \$25,000.</li> </ul>	<ul style="list-style-type: none"> <li>• Lodging &amp; Meal Allowance of \$50 individual / \$100 family per day.</li> <li>Organ Search &amp; Procurement - when a designated facility is not used, benefits are payable up to the medical plan maximum except bone marrow is limited to \$25,000.</li> </ul>
Corrective Appliances & Artificial Limbs	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Home Rental of Durable Medical Equipment (Subject to Care Coordination if amounts exceeds \$1,000)	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Oral Surgeries	80% of negotiated rate after deductible satisfied. (Surgery meeting medical necessity guidelines covered.)	80% of R&C after deductible satisfied. (Surgery meeting medical necessity guidelines covered.)
Voluntary Sterilization	80% of negotiated rate after deductible satisfied.	80% of R&C after deductible satisfied.
Home Health Care (Subject to Care Coordination)	100% of negotiated rate not subject to deductible. (No deductible required up to 52 HHC visits in a calendar year.)	100% of negotiated rate not subject to deductible. (No deductible required up to 52 HHC visits in a calendar year.)

**COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS**  
**In Area and Out of Area Plans**  
**(for Participants who reside outside the Bluechoice POS and Community Blue Service Areas)**

Benefits	<ul style="list-style-type: none"> <li>• PPO Available and Used</li> <li>• PPO Not Available</li> </ul>	<ul style="list-style-type: none"> <li>• PPO Available and Not Used</li> </ul>
Skilled Nursing Facility (Subject to Care Coordination, in lieu of hospitalization)	80% of negotiated rate after deductible satisfied. (Semi-private rate - 120 days per calendar year. )	80% of R&C after deductible satisfied. (up to 120 days per calendar year)
Hospice Care (Subject to Care Coordination)	Hospice Facility - 100% of negotiated rate, no deductible;	Hospice Facility - 100% of R&C, no deductible;
	At Home Hospice (if life expectancy is less than 6 months) - 100% of R&C;	At Home Hospice (if life expectancy is less than 6 months) - 100% of R&C;
	Bereavement Counseling - 100% of R&C (While patient is in Hospice care, plan covers reasonable expenses for an unlimited number of counseling services for the patient and covered family members.)	Bereavement Counseling - 100% of R&C (While patient is in Hospice care, plan covers reasonable expenses for an unlimited number of counseling services for the patient and covered family members.)
Second Surgical Opinion	100% of negotiated rate, no deductible, voluntary.	80% of R&C, no deductible, voluntary.
<b><u>Preventive Care</u></b>	In-network - 100% (Not subject to copay or deductible)	Out-of-network - 100% of R&C, no deductible.

**COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS**  
**In Area and Out of Area Plans**  
**(for Participants who reside outside the Bluechoice POS and Community Blue**  
**Service Areas**

Benefits	<ul style="list-style-type: none"> <li>• PPO Available and Used</li> <li>• PPO Not Available</li> </ul>	<ul style="list-style-type: none"> <li>• PPO Available and Not Used</li> </ul>
Well Woman Exam	One annual Well Woman Examination with or without a Pap Smear including Blood Count and Urinalysis. (Additional Pap Smears covered if medically necessary at 80%.)	One annual Well Woman Examination with or without a Pap Smear including Blood Count and Urinalysis. (Additional Pap Smears covered if medically necessary at 80%.)
Mammograms	One routine Mammogram every two years for women through age 49; once a year thereafter. (Additional mammograms covered at 80% of reasonable charges if medically necessary.)	One routine Mammogram every two years for women through age 49; once a year thereafter. (Additional mammograms covered at 80% of reasonable charges if medically necessary.)
Immunizations	One complete regimen of immunizations per lifetime for children and adults covered at 100%, not subject to deductible.	One complete regimen of immunizations per lifetime for children and adults covered at 100%, not subject to deductible.
Influenza Immunizations	One influenza immunization per year. (The office visit associated with immunizations is a covered expense.)	One influenza immunization per year. (The office visit associated with immunizations is a covered expense.)
Prostate Specific Antigen	One routine PSA test every calendar year for men age 50 and over. (The office visit associated with the PSA test is a covered expense.)	One routine PSA test every calendar year for men age 50 and over. (The office visit associated with the PSA test is a covered expense.)

**COMPREHENSIVE MEDICAL PLAN HIGHLIGHTS**  
**In Area and Out of Area Plans**  
**(for Participants who reside outside the Bluechoice POS and Community Blue Service Areas)**

<b>Benefits</b>	<ul style="list-style-type: none"> <li>• PPO Available and Used</li> <li>• PPO Not Available</li> </ul>	<ul style="list-style-type: none"> <li>• PPO Available and Not Used</li> </ul>
Sigmoidoscopy	One routine Sigmoidoscopy every three years for men and women age 50 and over. (The office visit associated with sigmoidoscopy is a covered expense.)	One routine Sigmoidoscopy every three years for men and women age 50 and over. (The office visit associated with sigmoidoscopy is a covered expense.)
Fecal Occult Blood Test	One annual Fecal Occult Blood Test for men and women age 40 and over.	One annual Fecal Occult Blood Test for men and women age 40 and over.
<b>Care Coordination</b> (Pre-notification Required)	<ul style="list-style-type: none"> <li>• Hospitalization</li> <li>• Admission to hospital through ER</li> <li>• In-patient services</li> <li>• Skilled Nursing Facility</li> <li>• Home Health Care</li> <li>• Hospice</li> <li>• Chiropractic services beyond 12<sup>th</sup> visit</li> <li>• Artificial Insemination</li> <li>• In-Vitro Fertilization</li> <li>• Durable Medical Equipment exceeding \$1000</li> <li>• Continued stay for Maternity</li> </ul>	<ul style="list-style-type: none"> <li>• Hospitalization</li> <li>• Admission to hospital through ER</li> <li>• In-patient services</li> <li>• Skilled Nursing Facility</li> <li>• Home Health Care</li> <li>• Hospice</li> <li>• Chiropractic services beyond 12<sup>th</sup> visit</li> <li>• Artificial Insemination</li> <li>• In-Vitro Fertilization</li> <li>• Durable Medical Equipment exceeding \$1000</li> <li>• Continued stay for Maternity</li> </ul>
	Non-notification penalty: Lessor of actual charge or \$200	Non-notification penalty: Lessor of actual charge or \$200

The benefits outlined herein are governed by the Summary Plan Description (SPD) and where conflicts exist, the SPD shall prevail.

**MENTAL HEALTH/SUBSTANCE ABUSE CARE****(Increases effective January 1, 2004)**

<b>BENEFITS</b>	<b>IN VERIZON STANDARD MH/SA NETWORK</b>	<b>OUTSIDE VERIZON STANDARD MH/SA NETWORK</b>
In-patient hospital 45 days per calendar year	100%	\$0
Partial hospitalization Up to 90 days per year for intensive outpatient therapy (2 days intensive outpatient in lieu of 1 day inpatient care)	100%	\$0
Out-patient Up to 50 visits per calendar year	100% after \$15 co-payment per visit	\$0
Supplemental Benefit Annual maximums outlined above are exceeded	50% of covered charges up to lifetime Medical Plan maximum of \$1,000,000 <b>(\$2,000,000 effective January 1, 2004)</b>	\$0

Note: Employees must call Managed Health Network (MHN) at 1-800-777-7991 prior to routine care and within 48 hours of emergency care.

APPENDIX 37

MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

PRESCRIPTION IDENTIFICATION CARD (PIC)

1. Verizon North Inc. (**North Central Region**) and International Brotherhood of Electrical Workers, Local 1106 agree to offer the Prescription Identification Card (PIC), effective July 1, 2001 for employees and their eligible dependents within the Comprehensive Medical Plan – Outside Network Area.
2. Once employees (who are covered under the Comprehensive Medical Plan) retire, they and their eligible dependents may continue to participate in this PIC plan on the same basis as active employees. PIC is not available to participants in Health Maintenance Organizations (HMO's) and Point of Service (POS) plans.
3. Effective July 1, 2001, eligible employees may purchase prescription medications from participating network pharmacies at a **Verizon** discounted rate. Employees will be responsible for the twenty (20) percent (%) co-payment required by the Comprehensive Medical Plan.
4. Effective January 1, 2002, eligible employees may purchase prescription medications from participating network pharmacies at a **Verizon** discounted rate. Employees who use participating network pharmacies will have an annual \$25.00 deductible and a twenty (20) percent (%) co-payment.
5. Effective January 1, 2002, eligible employees purchasing prescription medications from non-network pharmacies will have an annual \$75.00 deductible and a twenty (20) percent (%) co-payment.
6. The deductible and co-payment do not apply to the deductible or out-of-pocket maximums of the Comprehensive Medical Plan. The out-of-pocket maximum for PIC is \$300 per person.
7. PIC will be administered solely in accordance with its provisions, and no matter concerning PIC or any difference arising thereunder shall be subject to the

grievance or arbitration procedure of the Collective Bargaining Agreement. The selection of the PIC carrier, the administration of PIC and all of the terms and conditions relating thereto, and the resolution of any disputes involving the terms, conditions, interpretation, or administration shall be determined by and at the sole discretion of the Company.

8. The Company shall have the right to amend PIC in any way, including the selection of the PIC carrier. However, any amendment diminishing the level of benefits contained in this Memorandum of Agreement or increasing the cost per prescription to the employee/dependent will be determined by the Company.
9. This Memorandum of Agreement is effective on **September 28, 2003** and shall expire on **March 25, 2006**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Prescription Identification Card, shall also terminate on **March 25, 2006** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

APPENDIX 38

MEMORANDUM OF AGREEMENT

between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

PROCEDURES RELATING TO VACATION SELECTION

Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 1106 agree that the following procedure will be applicable to vacation selection in the following classifications:

Business Zone Technician  
Construction Technician  
Senior Construction Technician  
Customer Zone Technician I  
Customer Zone Technician II

Force groups with less than ten employees will be allowed a minimum of ten (10) percent of the force group's eligible vacation hours off per month (with a minimum of eighty (80) hours per month) except as provided in Article 11, Section 5, Paragraph C.

This limitation will only apply during the months of June, July and August.

This Memorandum of Agreement is effective upon ratification and will remain in effect until **March 25, 2006**.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

APPENDIX 39

LETTER OF UNDERSTANDING

between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

RECALLED TERM AND TEMPORARY EMPLOYEES

As a result of several issues raised by both the Company (Verizon North Inc. (North Central Region)) and the Union (IBEW, Local 1106) in reference to Medical Insurance eligibility for recalled Temporary and Term Employees, this Letter of Understanding has been agreed to by both parties as follows:

Effective July 1, 1993, any laid off employee(s) with recall rights who are recalled or have been recalled to a temporary or term position, shall be eligible for medical and dental insurance benefits: Benefits will be based on status of recall, i.e., employees recalled to a full-time temporary or term position will be eligible for full-time medical insurance benefits, employees recalled to a part-time temporary or term position would be eligible for part-time medical insurance benefits. Both parties agree that the benefits afforded to those employees as stipulated above is with the understanding that they were eligible for the applicable benefits at the time of layoff.

The terms of this agreement shall take precedence over the primary agreement and shall continue in full force and effect hereafter unless terminated by either party serving sixty (60) days written notice to the other party. Any further issue(s) arising as a result of this agreement shall remain a subject of discussion between the Company and the Union.

Verizon North Incorporated

International Brotherhood of  
Electrical Workers, Local 1106

Rick Carpenter  
Manager – Labor Relations

Daniel O. Morris  
Business Manager  
IBEW Local 1106

APPENDIX 40

MEMORANDUM OF AGREEMENT

between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

RECLASSIFICATION

Employees who become incapable of performing the job duties required in the classification they are in, may be reclassified to work he/she is capable of performing at any location. Should reclassification be refused by the employee, sickness disability benefits, if applicable, will cease.

If the location is beyond 50 miles from his/her regular reporting location, they shall have the right to moving costs as provided for in Article 18, Section 1 C.

The employee may request a leave of absence. Failure to request a leave or accept reclassification will result in immediate termination.

This agreement is effective upon ratification and expires on **March 25, 2006**.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

APPENDIX 41

MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

RETAIL SALES  
INCENTIVE COMPENSATION PLAN

1. Verizon North Inc. (**North Central Region**) and International Brotherhood of Electrical Workers, Local 1106 agree to implement the Retail Sales Incentive Compensation Plan set forth in this Memorandum of Agreement. The implementation date of this plan will be as soon as administratively possible following ratification.
2. For a summary of details, refer to the attachment entitled Retail Sales Incentive Compensation Plan.
3. This Memorandum of Agreement is effective upon ratification of the Collective Bargaining Agreement and shall expire on **September 28, 2003**. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on **March 25, 2006** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

## RETAIL SALES INCENTIVE COMPENSATION PLAN

### 1. OVERVIEW

The Retail Sales Incentive Compensation Plan (herein after referred to as “**The Plan**”) described below has been developed as the standard Incentive Compensation Plan for Verizon North Inc. (**North Central Region**) Retail Sales Channel. It is a tool designed to maximize revenue attainment, improve quality and increase sales efficiency and productivity.

### 2. PLAN OBJECTIVES

- A. Increase sales of products and services.
- B. Reward sales performance for certain products and services based on strategic and margin importance.
- C. Reward and incent employees performing at 80% or more of their objectives.
- D. Attract and retain competent and qualified employees.

### 3. ELIGIBILITY

The Plan is designed solely for Retail Sales Consultants (RSC) in the **Retail Verizon Plus stores**.

### 4. INCENTIVE COMPENSATION STRUCTURE

The Compensation Plan is a combination base wage plus incentive, with incentive paid on individual and team year-to-date (YTD) sales results.

- A. Incentive payout is calculated on total sales in comparison with total revenue quota on individual and team sales results.
- B. Plan participants will be eligible for increased incentive above 100% when specific quota attainment qualifiers are met.
- C. There are two (2) components, Individual and Team, to the Incentive Compensation Plan:
  - 1. Individual – This component is based on individual performance in comparison to established individual objectives.

2. Team – This component is based on the total store results in comparison to established store objectives.

D. Weighting and measurements for these components will be determined by management.

E. Bonuses or accelerators may be paid for exceptional performance.

F. New Products and Service Revenue

New Products and Services is reserved solely for the launch of new products and services. Verizon Product Line Management (PLM) and Retail Sales Management have the sole right to determine the products and services that will be placed in the New Products and Services Category. Each product and service that is placed in this category will be assigned a compensation rate that is equal with the strategic value of the product or service.

Products and services that are placed in the New Product and Services category will remain for ONLY ninety (90) days or three (3) calendar months after the initial product launch. At which time the product will transfer to the appropriate category at the established rate in the plan.

G. Frequency of Payments

Incentive is to be paid on a monthly basis. Commission payments earned during a month will be paid within two (2) months following the month in which the commissions were earned.

## 5. PROGRAM TRACKING

Results will be accumulated from the first day worked in the month to the last day worked in the month.

**Sales** will be tracked using the sales tracking system. Changes and/or errors in the store's/employee's daily **sales** total must be corrected and reported immediately to avoid incorrect or delayed commission payment.

Returns and Exchanges will be handled in accordance with current Retail Sales procedures/ policies. Management reserves the right to establish and revise the procedures/policies to meet business needs.

## 6. ADMINISTRATIVE PROVISIONS

Management will have the sole and exclusive responsibility to establish and administer the Plan and reserves the exclusive right to adjust the product/service mix and/or associated objectives as required to ensure equitable treatment of all parties.

The Plan will be administered by an Administrative Committee comprised of representatives of Retail Sales Management, Human Resources, **Channel Marketing** and Business Analysis (**Finance**). In addition, the Administrative Committee is empowered to interpret the Plan, to approve objectives, to approve awards and to interpret rules and regulations within the provisions of the Plan.

**A. New Participants**

In the event that an individual becomes a participant in the Plan during a plan year, the employee will be assigned quota and be eligible for compensation awards on a prorated basis.

**B. Modifications**

The Retail Sales Channel may at any time modify in whole or in part, the provisions of the Plan. The Retail Sales Channel may at any time modify plan components, weighting, objectives, product line categories, qualifiers, and thresholds as business needs may dictate. Any modification or suspension shall not affect sales commission already earned under the Plan.

**C. Retirement, Disability or Death**

In the event that a participant retires, becomes disabled or dies during the Plan year, the participant or the designated beneficiary (ies) will receive an award earned up to the effective date of retirement, disability or death. Payment will be made to the individual or the participant's designated beneficiary(ies) when awards are paid to other plan participants.

**D. Statement of Acceptance**

Each Plan participant will indicate acceptance of the conditions for participation by signing the "Statement of Acceptance" (Appendix A).

**E. Termination of Employment**

In the event that a Plan participant's employment terminates prior to the scheduled payout of awards, the Company will pay all awards earned by participant. Such awards shall be computed and paid when awards are paid to other plan participants.

**F. Transfers/Promotions**

In the event that a Plan participant is transferred or promoted to another position during the Plan year, the participant will be eligible to receive commissions based upon sales performance up to the date of transfer or promotion. Such commissions shall be computed and paid when awards are paid to other Plan participants.

**G. Windfalls**

A windfall is an **unusual** situation resulting in a change of volume of sales from that anticipated by management in setting objectives and incentives. Management will review all incentive results that are more than 200% of objective prior to payment. Management may approve or adjust the payment based on the circumstances of reaching more than 200% of objective. **The adjustment would in no way result in payment of less than 100% of objective.** Management reserves the right to adjust any portion of the Plan to bring the compensation in line with what it determines to be reasonable objective and/or incentive compensation attainment.

**H. Benefits**

Generally speaking, commission payments are typically included in the calculations of many Company benefits. Appendix B **outlines those** specific benefits, which include or exclude commission earnings.

**I. Grievance/Arbitration**

The Company will establish the standards of the program and these standards will not be subject to grievance and arbitration. Disputes arising from incentive payments will be subject to grievance and arbitration. It is understood by the parties that there is no guarantee of incentive earnings under this plan.

**J. Establishing Selling Hours**

Selling Hours are defined to include all time assigned on the sales floor, including time in the teller/cashier area. Selling Hours are required for equitable application of individual quota.

Activities, such as the following, will not count towards Selling Hours: formal training, off-site meetings, union business and/or company functions in excess of one hour.

Hours not worked due to jury duty, military time or vacation time, that has been approved ten (10) days in advance of the posting of the current schedule, will not count towards Selling Hours.

**K. Time Away From Work Adjustments**

For any time away from work, such as **FMLA** or absent sick (excused or unexcused) in excess of three (3) consecutive scheduled days, beginning with the fourth day and subsequent days, the Supervisor will adjust the selling hours. If this adjustment results in an increase/decrease in selling hours for other RSC in the Phone Mart, their individual quota will be adjusted accordingly.

**L. Suspension/Termination of Plan**

The suspension or termination of this Incentive Compensation Plan must be by mutual agreement of the parties.

**M. Compensation – Adjustments**

Plan objectives, which carry Year to Date (YTD) quotas may sometimes result in overpayments. In this situation the Company will adjust future sales compensation payouts, **including carry-over from one plan-year to another**, to offset any overpayment. However, the Company will not require the employee to payback any overpayment from his/her base salary. If the employee moves to a position that is not covered by a Retail Sales Incentive Plan, or is separated from the Company, he or she will not be liable for any repayment.

**NOTE:** If an employee's sales compensation is paid based on inaccurate or fraudulent sales results, the employee will be required to repay the entire unearned compensation amount regardless of whether or not the employee is still a participant in a Retail Sales Incentive Plan.

**N. Split Sales Credit**

Any questions regarding distribution of sales credit between two or more Plan participants shall be referred to the Retail Sales Supervisor and/or Regional Sales Manager. Total payout may not exceed the amount that normally would have been paid.

## 7. TEMPORARY ASSIGNMENT COMPENSATION

When RSC is temporarily assigned to manage a store, the RSC's basic wage will be compensated in accordance with the provision of the local Collective Bargaining Agreement.

Based on a store's total performance, the following payout will be administered:

Commission schedule for a Retail Sales temporary Store Management assignment:

0.5% for Total Revenue

The following qualifiers must be met to be eligible for payout:

- 80% for Total Revenue
- To earn in excess of 100%, performance qualifier(s) may need to be met

Note: While a RSC is being compensated for a temporary Store Manager assignment, the employee is only eligible for compensation under one plan.

## APPENDIX B

<u>WAGE-RELATED BENEFITS</u>	<u>YES or NO</u>
Vacations	No
Holidays	No
Short Term Disability	No
Pension Plan	Yes
Non-Contributory Life Insurance	Yes
Contributory Life Insurance	Yes
Separation Pay	No
Hourly Savings Plan	Yes

APPENDIX 42

MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

RETIREE LIFE INSURANCE

1. Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 1106 agree to make available to **employees who retire on or after August 1, 1995, with a service or disability pension under the Verizon Pension Plan, a \$5,000 retiree life insurance benefit.**
2. **Employees who retire on or after January 1, 2004, with a service or disability pension under Verizon Pension Plan, a \$10,000 retiree life insurance benefit will be available.**
3. This Memorandum of Agreement is effective on **September 28, 2003** and shall expire on **March 25, 2006**. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, including the Retiree Life Insurance benefit, shall also terminate on **March 25, 2006** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

APPENDIX 43

LETTER OF INTENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

SEASONAL CUSTOMER ZONE TECHNICIAN III

Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 1106 agree to the following:

Management will establish the classification titled Seasonal Customer Zone Technician III on wage schedule D. The primary job duties will consist of the following:

Performs all activity necessary to extend telephone service to residential and business customers. Installs, maintains and repairs station equipment as appropriate and associated lines. Tests and troubleshoots all service orders/repair tickets to ensure customer satisfaction. Locates trouble, repairs and/or replaces lines.

Management will not establish the Seasonal Customer Zone Technician III position within any geographical area (as defined in Appendix Six) to which force adjusted Customer Zone Technician II's maintain recall rights.

Verizon North Incorporated

International Brotherhood of  
Electrical Workers, Local 1106

Rick Carpenter  
Manager – Labor Relations

Daniel O. Morris  
Business Manager  
IBEW Local 1106

APPENDIX 44

MEMORANDUM OF AGREEMENT

between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

SENIORITY IN TRAINING

Verizon North Inc. (**North Central Region**) and International Brotherhood of Electrical Workers, Local 1106 agree that due regard will be given to seniority when assigning training. The Company's intent is that a rational basis must exist before assigning training out of seniority order, and that such an exception should be discussed between the department manager and union representatives.

This agreement will be in effect for the life of the primary agreement.

Verizon North Incorporated

International Brotherhood of  
Electrical Workers, Local 1106

Rick Carpenter  
Manager – Labor Relations

Daniel O. Morris  
Business Manager  
IBEW Local 1106

APPENDIX 45

MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKER, LOCAL 1106

TEAM PERFORMANCE AWARD

1. Verizon North Inc. (North Central Region) and International Brotherhood of Electrical Workers, Local 1106 agree to implement the Team Performance Award set forth in this Memorandum of Agreement.
2. For a summary of details, refer to the attachment entitled Team Performance Award.
3. This Memorandum of Agreement is effective on **September 28, 2003** and shall expire on **March 25, 2006**. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also expire on **March 25, 2006** and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

## TEAM PERFORMANCE AWARD

1. Verizon North Inc. (**North Central Region**) and International Brotherhood of Electrical Workers, Local 1106 agree to develop and implement a Team Performance Award which will provide participating employees the opportunity to earn compensation based upon collective/team performance results.

2. **ELIGIBILITY**

All full and part-time regular hourly employees are eligible to receive an award if they are on a TPA Team for 30 calendar days or more. Employees on other incentive plans are not eligible, i.e., **BSG, Consumer Sales, Retail, LiveSource.**

3. **AWARDS**

Awards are based on performance toward objectives over the period of a calendar year. An award amount is determined for the applicable calendar year, a percentage of which may be earned by eligible employees, depending on team performance during that calendar year. The payout ranges from 0% to 120% of an established target.

The range of the Team Performance Award payout is as follows:

- A. The **2003, 2004 and 2005** target award is 4.0% payable in April **2004, 2005 and 2006 respectively**. The range is 0% to 120% based on achievement of objectives.

The payout percentage is applied to an employee's **highest hourly basic rate of pay during the 26 pay periods of the calendar year.**

Employees transferring between teams shall have their award prorated according to the time on each team.

In the event of reorganization which results in employees changing teams, awards shall be prorated based upon each team's performance.

An employee who resigns, is laid off, terminated, dies or retires during the calendar year is eligible for a prorated Team Performance Award if all other eligibility requirements have been met.

- \* **In case of Termination for Cause the individual situation will be reviewed to determine if the individual is eligible for an award.**

- \* **Temporary and seasonal employees are eligible for prorated Team Performance award if all other eligibility requirements are met.**

Employees on approved military leave of absence who have one year or more service will be given full wage credit up to three months toward the Team Performance Award. Employees on any other unpaid leave of absences will have cumulative leave time excluded from award computation.

4. **TIME OFF FOR UNION ACTIVITIES**

Excused time off for union activity will be counted as time worked when computing Team Performance Awards.

5. **BENEFITS TREATMENT**

Team Performance Award payments are recognized in the calculation of Pension Plan benefits, Group Life Insurance, and the Hourly Savings Plan. Such payments will be applicable in the year payment is received. This is in accordance with benefit plan definitions.

All other benefits are in accordance with the collective bargaining agreement and are based on rates shown in the hourly wage schedules.

6. **TAXES, PERSONAL ALLOTMENT**

Deductions for federal, state, and local tax liabilities will be made in accordance with lump sum distribution tax laws.

Personal allotments such as savings bonds, and United Way contributions will not be made.

7. **OVERTIME**

The Team Performance Award payouts are for hours worked and must be included in overtime payments.

The overtime payment will be calculated as follows:

The Team Performance Award payout divided by the total hours worked equals the award hourly rate. This rate is then multiplied times .5 x number of overtime hours in the same calendar year for which the Team Performance Award was paid. The result of this calculation is the award overtime payment due the employee.

**EXAMPLE:**

Team Performance Award	\$500
Divided by	
Total Hours Worked	1,880
Equals	
Award Hourly Rate	\$0.2659
Times	
Overtime Rate (1/2)	.5
Equals	
Hourly Overtime Rate of Pay	\$0.1329
Times	
Total Overtime Hours	100
Equals	
Award Overtime Payment	\$13.29

The overtime-incentive payment is not included in benefit plan calculations.

A Team Performance Award overtime payment will be included in the award payout.

**8. OBJECTIVES/MEASURES**

All hourly employees will normally be assigned to teams based on their functional area of responsibility. Teams may consist of a few employees or many.

Each team will be given a set of objectives linked to, but not limited to, one or more of these performance areas:

- Quality/Value of services delivered
- Productivity
- Expense Budget
- Revenue

Teams that satisfy a minimum level of performance will receive an incentive payment. If that minimum level of performance is exceeded, the incentive payment will be larger. Each member of a team will receive the same percentage of target award that the team achieved. An example would be as follows.

Level of Performance	Percentage of Target Award
----------------------	----------------------------

Below Minimum	0%
Minimum to Target	10 – 99%
Target	100%
Over Target to Maximum	101 – 120%

9. The Company reserves the right to establish objectives and determine performance results. The objectives, the performance results, or any part of the Team Performance Award shall not be subject to the grievance or arbitration provisions of the collective bargaining agreement.

10. Prior to the announcement of objectives and performance targets for the applicable year, company representatives will meet with Union representatives to review the rationale for such objectives and targets.

11. **MODIFICATION OF THE TEAM PERFORMANCE PLAN**

Verizon may at any time modify, in part or in whole, the Team Performance Award Plan. Any modification shall not affect awards already earned under this plan. **The Company reserves the right to modify team structure as may be necessary.**

12. **TERMINATION OF THE TEAM PERFORMANCE PLAN**

The suspension or termination must be by mutual agreement of the parties.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

## **APPENDIX 46**

### **MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 1106**

#### **TEMPORARY WORK SCHEDULE CHANGES**

**Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 1106 agree to the following provisions which will supercede Article 2, Section 2, paragraphs B, (2):**

- 1. Except where otherwise locally agreed upon, weekly tours to be worked will be chosen by seniority within the force group provided that service requirements and training needs have been met. Employees may exercise seniority in the selection of tours every thirteen (13) weeks or more frequently when it becomes necessary to revise the schedule for a period of more than two (2) full consecutive weeks due to the schedule being vacated for reasons such as retirement, promotion, leaves, extended illness or other reasons as determined by management. Holiday schedules should be rotated among the employees within a force group in such a manner as to provide approximately equal opportunity of securing holidays as a scheduled day off.**
- 2. When management determines the need to backfill a tour(s) and/or day(s) on a non-overtime basis, senior qualified volunteers will be sought first to fill the work assignment. If there are no volunteers the least senior qualified employee within the force group will be assigned the scheduled tour(s) and/or day(s).**
- 3. In force groups where a local agreement is reached to facilitate a different approach to backfilling of a tour(s) and/or day(s) on a non-overtime basis this agreement must be made between management, affected employees and the Union and shall not be found to be in conflict with the collective bargaining agreement.**
- 4. This Memorandum of Agreement shall be effective upon ratification and shall remain in full force from year to year thereafter unless terminated by**

**not less than sixty days written notice prior to the commencement of a new thirteen week schedule by either party upon the other.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 1106**

**Mary J. Darling  
Director  
Labor Relations**

**William Ingram  
Business Manager  
IBEW Local 1106**

## APPENDIX 47

### MEMORANDUM OF AGREEMENT

between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

#### TEN HOUR – FOUR DAY WEEK

Effective upon ratification the Company and Union agree to renew the ten (10) hour day, four (4) day work week for all employees in the International Brotherhood of Electrical Workers, Local 1106, Bargaining Unit. The terms of this agreement shall take precedence over the primary agreement. This Memorandum of Agreement shall continue in effect for one (1) year and each year thereafter until terminated by either party serving sixty (60) days written notice to the other party.

1. The Company shall select the employees and locations that are subject to the ten hour, four day week taking into consideration that the majority of the affected employees selected must agree to work four/10's.
2. If agreed upon, the 4/10 schedule shall remain in effect for a minimum of 13 weeks, after which the affected employees may decline 4/10s by majority vote provided thirty (30) days notice is given.
3. Only hours worked in excess of ten (10) in any one day, except make-up time, or forty (40) in any one week shall be paid at the overtime rate.
4. Payment for excused absence as provided in Article 10 will be based on up to (10) hours per day. Sickness disability will be paid on the basis of ten (10) hours.

(Sickness/disability benefits as provided in Article 9 will be paid up to ten (10) hours per day. Waiting days will be ten (10) hours and supplemental sickness disability days will be paid on the basis of ten (10) hours, not to exceed forty (40) hours per week.)

5. Vacation pay for employees scheduled four ten hour tours shall not be in excess of forty (40) hours of pay per week or shall not gain an advantage over employees working eight hour tours.
6. Weeks which contain a recognized holiday as described in Article 12, shall be scheduled on the basis for five eight hour tours.

7. The employee's floating holidays may be an exception to paragraph 6. With supervisory approval, the employee's floating holidays may be scheduled during the ten hour tours subject to the provisions of Article 12.
8. Employees who elect to take day-at-a-time vacation as described in Article 11 will be paid 10 hours; however, in no case shall an employee's combination of days off (8 hours or 10 hours) exceed forty (40) hours pay.
9. Disputes arising contrary to the intended use of four ten hour tours shall be subject to the grievance procedure up to and including arbitration.

Verizon North Incorporated

International Brotherhood of  
Electrical Workers, Local 1106

Rick Carpenter  
Manager – Labor Relations

Daniel O. Morris  
Business Manager  
IBEW Local 1106

APPENDIX 48

MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

**VACATION CARRY FORWARD (BANKING)**

1. **Verizon North Inc. (North Central Region) and International Brotherhood of Electrical Workers, Local 1106 agree that eligible employees may carry forward into future years a limited number of weeks of vacation for each vacation year as set forth in this Memorandum of Agreement.**
2. **Employees eligible for four (4) weeks of vacation may carry forward up to one (1) vacation week for each vacation year; employees eligible for five (5) weeks of vacation may carry forward up to two (2) vacation weeks for each vacation year.**
3. **Such carried forward vacation shall be subject to supervisory approval.**
4. **Future scheduling of such accumulated carried forward vacation time is subject to advanced written application and approval.**

This Memorandum of Agreement is effective on **September 28, 2003** and shall expire on **March 25, 2006**. The parties specifically agree that all the terms and conditions set forth in this Memorandum of Agreement shall also **terminate on March 25, 2006 and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.**

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

## **APPENDIX 49**

### **MEMORANDUM OF AGREEMENT**

**Between**

**VERIZON NORTH INC. (NORTH CENTRAL REGION)**

**And**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 1106**

#### **VISION PLAN**

- 1. Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 1106 agree to implement the provisions of the Vision Plan set forth in this Memorandum of Agreement. The effective date of the Vision Plan will be January 1, 2004.**
- 2. For a summary of details, refer to the attachment entitled Vision Plan Highlights.**
- 3. Some of the major provisions include:**
  - No annual deductible**
  - Eye exam every twelve months**
  - One pair of prescription eyeglasses or contact lenses every 24 months**
- 4. Employees are automatically eligible for the Vision Plan after enrollment in any Verizon medical option. If the employee waives Verizon medical coverage, the employee will not be enrolled in the Vision Plan.**
- 5. The cost of the Vision Plan coverage will be paid by the Company.**
- 6. The amount and availability of benefits under the Vision Plan are governed by the provisions of the Plan and the insurance contract. Any benefits received will be determined under the terms of the Plan in effect at the time eligible employees receive the benefits in question. The operation and administration of the Vision Plan, selection of the insurance carrier, eligibility for the benefits, eligibility requirements, all terms and conditions related thereto and the resolution of any disputes involving Vision Plan terms, conditions, interpretation, administration or benefits payable shall rest with the Company and shall not be subject to**

**the grievance or arbitration procedures set forth in the Collective Bargaining Agreement.**

- 7. This Memorandum of Agreement is effective on September 28, 2003, and shall expire on March 25, 2006. The parties specifically agree that the terms and conditions set forth in this Memorandum of Agreement, relating to the Vision Plan, shall terminate on March 25, 2006 and shall not survive the expiration of this Memorandum of Agreement, unless agreed to by the parties in writing.**

**Verizon North Inc.  
(North Central Region)**

**International Brotherhood of  
Electrical Workers, Local 1106**

**Mary J. Darling  
Director  
Labor Relations**

**William Ingram  
Business Manager  
IBEW Local 1106**

## VISION PLAN HIGHLIGHTS

Feature	Participating Provider	Non-participating Provider
<b>Annual Deductible</b>	<b>None</b>	<b>None</b>
<b>Eye Exam</b> (Once every 12 months)	You pay the network provider a \$25 co-payment.  No claim filing is required.	You pay the expense in full and file a claim with Davis Vision.  The Plan reimburses you up to \$25.
<b>Lenses and Frames</b> (Once every 24 months)*	You pay the network provider a \$75 co-payment for lenses <b>and</b> frames or \$37.50 for just lenses <b>or</b> frames.	You pay the expense in full and file a claim with Davis Vision.  The Plan reimburses you up to \$25 for lenses <b>and</b> \$25 for frames for a maximum reimbursement of \$50.
<b>Contact Lenses</b> (Once every 24 months)*	You pay nothing for standard-wear, soft, daily-wear, or disposable contact lenses.  Discounts available for replacement lenses.	You pay the expense in full and file a claim with Davis Vision.  The Plan reimburses you up to \$50.
<b>Laser Vision Correction</b>	Discounts available.	No discounts available.
* Limited to one pair of prescription eyeglasses or one pair of prescription contact lenses every 24 months.		

### Additional Provisions

- Two or more opticians, optometrists, or ophthalmologists within 20 miles of the employee's home.
- Employees that have no provider within 20 miles can use the Out-of-Area Provision.

### Out-of-Area Provisions

Steps to find an Out-of-Area Provider:

1. Call Davis Vision when ready to schedule an appointment for services. The number for Davis Vision can be obtained from the Verizon Benefits Center.
2. Ask the Member Service Associate to locate a non-participating provider (NPP) or give them the name and address of a local provider.
3. Davis Vision will contact the provider to arrange in-network vision care services for you and will contact you with an authorization to receive your services.
4. Employee will receive the participating provider benefits.

### **Professional Provider Services**

Standards of care for eye examinations are entirely consistent with those established by State Departments of Health and include preventive eye care with glaucoma testing, refractive care and the prescribing of eyeglasses.

Each patient receives a comprehensive eye examination with a preferred optometrist or ophthalmologist which includes the following components:

- Case History – chief complaint, eye and vision history, medical history
- Entrance distance acuities
- External ocular evaluation including slit lamp examination
- Internal ocular examination inclusive of dilated fundus evaluation
- Tonometry
- Distance refraction – objective and subjective
- Binocular coordination and ocular motility evaluation
- Evaluation of pupillary function
- Biomicroscopy
- Gross visual fields
- Assessment and plan
- Patient education
- Form completion – school, motor vehicle, etc.

All of these components are fully within the education, training and scope of licensure for both optometrists and ophthalmologists.

APPENDIX 50

MEMORANDUM OF AGREEMENT

Between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

VOLUNTARY EMPLOYEES BENEFICIARY ASSOCIATION (VEBA)

Verizon North Inc. (**North Central Region**) (hereinafter referred to as the Company), and the International Brotherhood of Electrical Workers, Local 1106, (hereinafter referred to as the Union), hereby mutually agree to the establishment of an Internal Revenue Code Section 501 (c) (9) trust (also known as Voluntary Employees Beneficiary Association trust) to provide for the payment of medical or other permissible welfare benefits and administrative service costs ("Retiree Medical Benefits") for eligible employees who retire between August 1, 1995 and **March 25, 2006** with a service or disability pension under the GTE North Pension Plan and their beneficiaries (hereinafter referred to as the Eligible Participants). This trust is being established to provide benefit security for the term of this Memorandum of Agreement.

1. The funding and operation of this trust will be determined by the Company based on reasonable financial standards (and where applicable, regulatory approval for recovery).
2. The Company agrees that funds placed into this trust will be used exclusively to pay for the benefits and administrative costs described below or for any other purpose permitted by law.
3. **Effective August 1, 1995**, the level and type of Retiree Medical Benefits for the Eligible Participants shall be governed by the RETIREE OPTIONS Summary Plan Description, which may be amended or discontinued by the Company at its discretion subject to paragraph 8 below.
4. In order to receive Retiree Medical Benefits, the retiree must pay a percentage/ of the Retiree Medical premium ("Retiree Contribution Percentage"). Similarly, the Company will pay a percentage of the premium ("Company Contribution Percentage"), subject to Section 5 below. During the term of this Memorandum of Agreement, the Company and Retiree Contribution Percentages will be based on the following contribution schedule:

- (A) For eligible employees who retire(d) between August 1, 1995 and December 31, 2003:

<u>Age at Retirement</u>	<u>Company Contribution Percentage/Amount</u>	<u>Retiree Contribution Percentage/Amount</u>
Less than 59	0%	100%
59 through 65	100%	0%
Medicare covered Retiree (per eligible Life		\$20 per month

- (B) For eligible employees who retiree between January 1, 2004 and March 25, 2006.

<u>Years of Accredited Service at Retirement</u>	<u>Company Contribution Percentage</u>	<u>Retiree Contribution Percentage</u>
Less than 10	0	100
10 through 14	20	80
15 through 19	40	60
20 through 24	60	40
25 through 29	80	20
30 and over	90	10

5. (a) The Company shall determine the cost of providing Retiree Medical Coverage ("Retiree Medical Benefits Premiums"). Further, it is the Company's intention to cap the amount it pays toward such Retiree Medical Benefits Premiums for employees who retire on or after August 1, 1995.

(b) When the Retiree Medical Benefits Premiums for the \$350 deductible coverage option under RETIREE OPTIONS reach the figures set forth in the chart below ("Capped Retiree Medical Benefits Premiums"), the Company Contribution Amount shall be capped and the Company shall make no additional contributions towards Retiree Medical Benefits Premiums.

<u>Coverage Category</u>	<u>Capped Retiree Medical Benefits Premium</u>
--------------------------	--

Retiree only (primary coverage)	\$5,556 (Annual)
Retiree plus one	\$11,112 (Annual)
<b>Family coverage</b>	<b>\$12,446 (Annual)</b>
Medicare covered retiree (per eligible life)	\$1,506 (Annual)

(c) The Maximum Company Contribution Percentage Amount applicable to each Coverage Category shall be determined by multiplying the applicable Company Contribution Percentage times the Capped Retiree Medical Benefits Premium as set forth above for that coverage. The applicable Maximum Company Contribution Amount shall not increase when the Retiree Medical Benefits Premium exceeds the amount set forth in the chart above.

6. In order to receive Retiree Medical Benefits, the retiree must pay the Company the amount the Retiree Medical Premium exceeds the Company Contribution Amount as described in paragraphs 4 and 5 above ("Retiree Contribution Amount"). When the Retiree Medical Benefits premium reaches or exceeds the Capped Retiree Medical Benefit Premium, the retiree must pay the Company the amount the Retiree Medical Benefit Premium exceeds the Maximum Company Contribution Amount.
7. The Capped Retiree Medical Benefits Premiums and the Maximum Company Contribution Amount set forth in paragraph 5 above is based upon the \$350 deductible coverage option. If the retiree elects the \$150 deductible coverage option, the Retiree Contribution Amount will increase by the amount the \$150 deductible coverage option exceeds the \$350 deductible coverage option. If the retiree elects the \$1000 deductible coverage option, the Retiree Contribution amount will decrease by the amount the \$1000 deductible coverage option is less than the \$350 deductible coverage option (not to exceed zero). When the Retiree Medical Benefits Premiums for the \$350 deductible coverage option reach the amounts set forth in the chart in paragraph 5, the Company Contribution Amount for all coverage options, including the \$150 and \$1000 deductible coverage option, shall be capped at that time and the Company shall make no additional contributions toward Retiree Medical Benefits.
8. The funding and operation of the trust; the level and administration of the Retiree Medical Benefits; amount or cost of premiums; premium pricing mechanisms; the attainment of the Maximum Company Contribution Amount; the selection of the claims administrator, alternate health carrier or insurance carrier; eligibility for the benefits; all terms and conditions related hereto, and the resolution of any disputes involving the terms, conditions, interpretation, administration, or benefits payable shall rest with the Company and shall not be subject to the grievance or arbitration procedure set forth in the Collective

Bargaining Agreement.

9. This Memorandum of Agreement is effective **September 28, 2003** and shall be in effect for the duration of this Agreement. The parties specifically agree that this Memorandum of Agreement, the Retire Medical Benefits described herein, and the terms and conditions set forth in this Memorandum of Agreement relating to Retiree Medical Benefits, including but not limited to the Maximum Company Contribution Amount and the level and type of Retiree Medical Benefits shall terminate on **March 25, 2006** and shall not survive the expiration of this Memorandum of Agreement unless agreed to by the parties in writing.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

APPENDIX 51

MEMORANDUM OF AGREEMENT

between

VERIZON NORTH INC. (NORTH CENTRAL REGION)

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1106

VOLUNTARY LAYOFF LEAVE OF ABSENCE

1. Verizon North Inc. (North Central Region) and the International Brotherhood of Electrical Workers, Local 1106 agree to the provisions concerning a Voluntary Layoff Leave of Absence set forth in this Memorandum of Agreement.
2. The purpose of a Voluntary Layoff Leave of Absence shall be to provide an alternative method of temporarily adjusting the size of the work force for up to four (4) months in a calendar year. The Voluntary Layoff Leave of Absence would be in lieu of the layoff provisions as provided for in Article 19 of the Collective Bargaining Agreement.
3. The total period of a Voluntary Layoff Leave of Absence will not exceed four months. Voluntary Layoff Leaves of Absence will be offered by seeking volunteers from the affected classification and affected status and reporting location. This will be done at least 30 days prior to the effective date. The decision to offer Voluntary Layoff Leaves of Absence, the time frame or duration of the leave, the number of Voluntary Layoff Leaves of Absence authorized, and the location and the classification/status affected will be at the sole discretion of Management.
4. If the number of volunteers is not sufficient, Management will then layoff the excess remaining employees in accordance with Article 19 of the Collective Bargaining Agreement. If more employees volunteer than needed Management will allow the most senior of the volunteers to take the Voluntary Layoff Leave of Absence.
5. While on a Voluntary Layoff Leave of Absence, eligible employees shall continue to receive Company paid life insurance, medical/dental insurance and telephone concession benefits to the extent provided to active employees.
6. Employees granted a Voluntary Layoff Leave of Absence prior to year end will

be required to take all unused or remaining vacation (or bank if eligible) and personal holiday time prior to the end of the calendar year in which the leave is to begin. In addition, the employees will be required to use all vacation time (or bank if eligible) scheduled during the month(s) of the calendar year in which the Voluntary Layoff Leave of Absence ends.

7. All Voluntary Layoff Leave of Absences are without pay and are subject to approval by Management. Application for unemployment compensation will not be contested by the Company.
8. This agreement shall in no way limit Management from utilizing other Company employees to perform work assignments of the nature performed previously by an employee who may be on a Voluntary Layoff Leave of Absence.
9. Upon return to work, employees granted a Voluntary Layoff Leave of Absence shall receive accredited service and seniority for the period of the Voluntary Layoff Leave of Absence.
10. At the end of the approved Voluntary Layoff Leave of Absence, employees will be guaranteed reinstatement to a job within their previous classification and reporting location .
11. Employees are required to return to work on the agreed upon date. Failure to return on the expected return date, for other than a personal compelling reason as determined by Management, will result in termination of employment. Should an employee be unable to return to work due to personal illness or injury and that illness or injury would be covered by the Company's sickness disability benefits, the employee may apply for sickness disability benefits for the remainder of the time that would normally be covered by sickness disability benefits.
12. Reinstatement is subject to any contractual provisions of the Collective Bargaining Agreement which covers adjustments to the work force that may have occurred during the Voluntary Layoff Leave of Absence affected employees.
13. As a condition of voluntary Layoff Leave of Absence, employees are required to maintain their membership in good standing in the Union, or alternatively arrange to pay to the Union a service fee equal to the amount of membership dues uniformly required for all members of the same status.

This Memorandum of Agreement is effective **September 28, 2003** and shall expire **March 25, 2006**.

Verizon North Inc.  
(North Central Region)

International Brotherhood of  
Electrical Workers, Local 1106

Mary J. Darling  
Director  
Labor Relations

William Ingram  
Business Manager  
IBEW Local 1106

# 2003

S M T W T F S

## JANUARY

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## FEBRUARY

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## MARCH

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## APRIL

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## JUNE

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S M T W T F S

## JULY

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# 2004

S M T W T F S

## JANUARY

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## FEBRUARY

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## MARCH

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## APRIL

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## JUNE

		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30				

S M T W T F S

## JULY

					1	2	3
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	

## AUGUST

1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

## SEPTEMBER

			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29				

## OCTOBER

						1	2
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							

## NOVEMBER

	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30					

## DECEMBER

		1	2	3	4		
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

# 2005

S M T W T F S

## JANUARY

							1
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						

## FEBRUARY

		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28						

## MARCH

		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	31			

## APRIL

						1	2
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	

## MAY

1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

## JUNE

			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30			

S M T W T F S

## JULY

						1	2
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							

## AUGUST

	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				

## SEPTEMBER

					1	2	3
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30		

## OCTOBER

							1
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						

## NOVEMBER

	1	2	3	4	5		
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30				

## DECEMBER

				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	

# 2006

S M T W T F S

## JANUARY

1 2 3 4 5 6 7  
8 9 10 11 12 13 14  
15 16 17 18 19 20 21  
22 23 24 25 26 27 28  
29 30 31

## FEBRUARY

1 2 3 4  
5 6 7 8 9 10 11  
12 13 14 15 16 17 18  
19 20 21 22 23 24 25  
26 27 28

## MARCH

1 2 3 4  
5 6 7 8 9 10 11  
12 13 14 15 16 17 18  
19 20 21 22 23 24 25  
26 27 28 29 30 31

## APRIL

1  
2 3 4 5 6 7 8  
9 10 11 12 13 14 15  
16 17 18 19 20 21 22  
23 24 25 26 27 28 29  
30

## MAY

1 2 3 4 5 6  
7 8 9 10 11 12 13  
14 15 16 17 18 19 20  
21 22 23 24 25 26 27  
28 29 30 31

## JUNE

1 2 3  
4 5 6 7 8 9 10  
11 12 13 14 15 16 17  
18 19 20 21 22 23 24  
25 26 27 28 29 30

S M T W T F S

## JULY

1  
2 3 4 5 6 7 8  
9 10 11 12 13 14 15  
16 17 18 19 20 21 22  
23 24 25 26 27 28 29  
30 31

## AUGUST

1 2 3 4 5  
6 7 8 9 10 11 12  
13 14 15 16 17 18 19  
20 21 22 23 24 25 26  
27 28 29 30 31

## SEPTEMBER

1 2  
3 4 5 6 7 8 9  
10 11 12 13 14 15 16  
17 18 19 20 21 22 23  
24 25 26 27 28 29 30

## OCTOBER

1 2 3 4 5 6 7  
8 9 10 11 12 13 14  
15 16 17 18 19 20 21  
22 23 24 25 26 27 28  
29 30 31

## NOVEMBER

1 2 3 4  
5 6 7 8 9 10 11  
12 13 14 15 16 17 18  
19 20 21 22 23 24 25  
26 27 28 29 30

## DECEMBER

1 2  
3 4 5 6 7 8 9  
10 11 12 13 14 15 16  
17 18 19 20 21 22 23  
24 25 26 27 28 29 30  
31